City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, July 26, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-300 Approve the Agenda for the Regular meeting of July 26, 2016, as presented or with amendments.

Attachments: 07-26-16.pdf

MINUTES:

II.2 16-301 Approve the Minutes of the Regular meeting of June 28, 2016, as written or with amendments.

Attachments: 06-28-16_MINUTES.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-257 Presentation summary of the 2016 Summer Youth Employment Program. (Administrative Services Director)

III.2 16-283 Recognition of Councilwoman Warner Certificate of Completion of the Advanced Institute for Elected Municipal Officials.

Attachments: Warner certificate 001.pdf

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 16-292 To Approve the FY'17 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; pending the approval of the FY 2017 Budget. (Utilities Director)

Attachments: USGS Cover Letter FY'17.pdf
Joint Funding Agreement (signed)

V.2 16-296 To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017, for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project WS1409; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $10,000 for a Total Project Amount of $110,350. (Utilities Director)

Attachments: City of Clermont Danus Contract.pdf
City of Clermont - Danus 3rd Renewal 6-2016.pdf
RE Authorization Letter for City of Cocoa.msg
Danus Utilities Lift Station R&M Quotes
FIle 16-296 Resolution.pdf

V.3 16-307 Accept the short list for Underwriting Services and to authorize the City Manager to sign the contracts and related documents for the two selected firms. (Finance Director)

Attachments: Underwriting Services REP.pdf
Raymond James Response to City of Cocoa RFP_FINAL.pdf
Stifel Response to Cocoa RFP 5-26-16.pdf
06_21_16 Minutes for P-16-15-COC.pdf

V.4 16-314 Approve a waiver of Competitive Bidding by way of Sole Source and approve a Resolution amending the FY 2016 budget for repairs and reconditioning of the Tymco 500X regenerative air street sweeper. (Public Works Director)

Attachments: SS-TYMCO.pdf
Sole Source Resolution.doc
TYMCO PROPOSAL.pdf
2016_05_18_12_04_35.pdf
Budget Resolution FY 2016.docx
BAF-PW-Street Sweeper (7-26-16) 16-314.pdf

V.5 16-315 Approve a Resolution adopting a final reconciliation of total contract amount and contingency set-aside for the Peachtree Street Project; authorize the City Manager to approve funding for the final change order to Purchase Order #67188 with DP Development of the Treasure Coast, Pompano Beach, FL for the completion of the Peachtree Complete Street Project PW08PT consistent with the final reconciliation resolution; approve a resolution amending the FY2016 budget. (Public Works Director)

Attachments: Standard Resolution for budget.docx
BAF-SW-Peachtree Proj Txfr (7-26-16) Agenda 16-315.pdf
Peachtree Street budget report 7-13-16.xlsx
Peachtree Street project financial report.pdf
2016-81 Peachtree Street Change Order

VI. PUBLIC HEARINGS:

VI.1 16-316 Approve the second and final reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan. (Administrative Services Director)

Attachments: Ordinance No. 13-2016 Police Officers Retirement Plan.pdf
Cocoa Police - No Impact Letter 1.26.16.pdf
Titkanich.08-28-15.pdf
Legal Ad 001.pdf

VII. COUNCIL BUSINESS:

VII.1 16-303 Consider the Donation application for the organization My Community Cares, Inc. and the project "The SPOT". (Administrative Services Director)

Attachments: MCC-The SPOT Donation application 001.pdf

VII.2 16-317 Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (Community Services Director)

Attachments: application 1056 mitchell.pdf

VII.3 16-318 Distribution of the FY2015 Popular Annual Financial Report. (Finance Director)

Attachments: FY2015 Popular Annual Financial Report.pdf

VII.4 16-321 To approve a resolution proclaiming the City's on-going support for strong and comprehensive public anti-corruption laws. (City Manager)

Attachments: 2016 - Ethics and Civility Resolution.pdf

VIII. CITY BUSINESS:

VIII.1 16-309 Approve entering into a co-operative agreement with Asphalt Recycling Inc. in the amount not to exceed $200,000 utilizing City of Orlando Bid # IFB12-0022 for Full Depth Reclamation of Fiske Blvd from Highland Ave to Dixon Blvd; and Approve a resolution amending the 2016 budget. (Public Works Director)

Attachments: Asphalt Recycling Agreement
Contract-IFB12-0022 Asphalt Recyclling
Estimate for Fiske Blvd
Re Asphalt Recycling Inc# IFB12-0022 for Full Depth Reclamation.msg
Budget Resolution FY 2016.docx
BAF-PW-3510 Fiske Blvd Pave (7-26-16)- Agenda 16-309.pdf

VIII.2 16-313 Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $200,000 for the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve the resolution amending the 2016 budget. (Public Works Director)

Attachments: Bid Tab Asphalt
Goodson Renewal
Budget Resolution FY 2016.1.docx
AF-PW-3510 Fiske Blvd Recycle (7-26-16) -Agenda 16-313.pdf

MULTI-YEAR CONTRACTS:

VIII.3 16-238 Council approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer for the 2016-2017 school years, August 10, 2016 through May 26, 2017 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)

Attachments: 2016-2017 SRO Contract (CPD) (2016-05-16).pdf
FY 2016 School Resource Officer (June-2016).pdf

VIII.4 16-266

To award Bid #B-16-10-COC, Florida Avenue Streetscape Project, to D.P. Development of the Treasure Coast, LLC, of Cocoa and Pompano Beach, Florida; to approve as a Multi-year, Multi-phase Contract from FY2016 through FY2017 pending approval of the FY2017 Budget; to execute Task Order 2016-01 for construction, engineering and inspection services (CEI) to Quentin L. Hampton (QLH) of Port Orange, Florida; and to approve a resolution to Authorize the City Manager to approve Change Orders on the DP Development Purchase Orders for the Public Works (CD1105), Stormwater (PW08PL) and the Utilities (WS1506) portion; and to approve a resolution amending the FY2016 Budget. (Public Works Director)

Attachments:

LAP Agreement for the Florida Avenue Complete Street Construction Project

Bid Form - DP Development

B-16-10-COC Tabulation Sheet

B-16-10-COC Final MEMO

435424-1-58-01 FDOT recommendation letter

Task Order 2016-1 PW $173,800 QLH.pdf

General Fund Change Order Resolution

421 Fund Change Order Resolution

423 Fund Change Order Resolution

T.O. 2016-24 Proposal FL Ave WM Replacement - Const Ph

Florida Avenue Project Breakdown of Costs REV.xlsx

QLH proposal 7-19-16.pdf

Resolution No. 2016-82

BAF-PW-Florida Ave (7-26-16)- Agenda 16-266.pdf

VIII.5 16-298

To Approve Task Order 2016-75 with CH2M Hill for Utility Privatization Services (Potable Water); To Approve Task Order 2016-40 with CDM Smith for Privatization Services (Wastewater); and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Burton and Associates (Hawksley), St. Augustine, Florida; Project No. WS17AF; To Approve as Multi-year Services from FY2016 through FY2017; Pending Approval of the FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $283,806 (Approximately 18.5%). (Utilities Director)

Attachments:
- Res Sole Source - Burton & Assoc.
- Budget Resolution FY2016
- Res Project Contingency - PAFB-CCAFS)
- TO-UT-CH2M Hill 2016-75 (7-11-16) $899,567
- T.O. 2016-75 Proposal Cocoa PAFB-CCAFS Privatization (final)
- TO-UT-CDM Smith 2016-40 (7-11-16) $158,970
- T.O. 2016-40 Proposal CDM-Smith PAFB-CCAFS (final)
- SS-UT-Burton & Associates (7-11-16)
- SS B&A Proposal Utility Privatization Proposal (final) 7-14-16
- BAF-UT-Privatzation Svcs (7-26-16)-Agenda 16-298.pdf

VIII.6 16-299

To approve a multi-year agreement with Danella Construction Corporation of Florida, Inc., to install fiber optic cable under the terms and conditions of the City of Palm Coast RFP-IT-13-01 in the amount of $164,505.75, pending FY 2017 budget approval; To approve a resolution to adjust the FY 2016 budget. (Assistant City Manager)

Attachments:
- Danella Construction Proposal (Design).xls
- Danella Construction Proposal (Construction).xls
- Palm Cost Contract 4-1-13.pdf
- Palm Cost Contract 2016-2017 extension.pdf
- Certificiate of Insurance.pdf
- RFP-IT-13-01 - FiberNet.pdf
- File 16-299 Resolution.docx
- BAF-CM-IT-Fiber Project IT16FR (7-26-16)- Agenda 16-299.pdf

VIII.7 16-305 Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2016 and ending May 26, 2017. (Chief of Police)

Attachments: 2016 Rockledge Crossing Guard.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-291 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 06/30/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 06.30.16.pdf

IX.2 16-302 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

Attachments: Cocoa June 2016 Dashboard.pdf

IX.3 16-310 FY 2016 Budget Adjustment Report. (Finance Director)

Attachments: June 2016 EXPENSE Budget Tracking Worksheet.pdf
June 2016 REVENUE Budget Tracking Worksheet.pdf

IX.4 16-311 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: Chang Order Authorizations - June 2016.pdf

IX.5 16-312 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 2016.pdf

IX.6 16-319 Local Business Tax Receipts Report. (Community Services Director)

Attachments: 7-26-16 New local business tax receipts.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. 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.

Legislation Details (With Text)

File #:	16-300	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/11/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 26, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-26-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2016
Agenda Date: July 26, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 26, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 26, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: July 26, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 26, 2016 (16-300)
2. Minutes: Regular Meeting of June 28, 2016 (16-301)

III. AWARDS AND PRESENTATIONS:

1. Presentation Summary of the 2016 Summer Youth Employment Program. (16-257). (Administrative Services Director)

2. Recognition of Councilwoman Warner for her Completion of the Advanced Institute for Elected Municipal Officials. (16-283). (Administrative Services Director)

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:

1. Approve the FY'17 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior-U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; pending the approval of the FY 2017 Budget. (16-292). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc., Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017, for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Project WS1409; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $10,000 for a Total Project Amount of $110,350. (16-296). (Utilities Director)

3. Accept the Short List for Underwriting Services and authorize the City Manager to sign the contracts and related documents for the two selected firms. (16-307). (Finance Director)

4. Approve a waiver of Competitive Bidding by way of Sole Source and approve a Resolution amending the FY 2016 budget for repairs and reconditioning of the Tymco 500X regenerative air street sweeper. (16-314). (Public Works Director)

5. Approve a Resolution adopting a final reconciliation of total contract amount and contingency set-aside for the Peachtree Street Project; authorize the City Manager to approve funding for the final change order to Purchase Order #67188 with DP Development of the Treasure Coast, Pompano Beach, FL for the completion of the Peachtree Complete Street Project PW08PT consistent with the Final Reconciliation Resolution; Approve a Resolution amending the FY2016 budget. (16-315). (Public Works Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 13-2016/2nd & Final reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan. (16-316). (Administrative Services Director)

VII. COUNCIL BUSINESS:

1. Consider the Donation application for the organization My Community Cares, Inc. and the project “The SPOT”. (16-303). (Administrative Services Director)

2. Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (16-317). (Community Services Director)

3. Distribution of the FY2015 Popular Annual Finance Report (PAFR). (16-318). (Finance Director)

4. Approve a Resolution proclaiming the City’s on-going support for strong and comprehensive public anti-corruption laws. (16-321). (City Manager)

VIII. CITY BUSINESS:

1. Approve entering into a co-operative agreement with Asphalt Recycling Inc. in the amount not to exceed $200,000 utilizing City of Orlando Bid # IFB12-0022 for Full Depth Reclamation of Fiske Blvd from Highland Ave to Dixon Blvd.; Approve a resolution amending the 2016 budget. (16-309). (Public Works Director)

2. Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $200,000 for the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve the resolution amending the 2016 budget. (16-313). (Public Works Director)

MULTI-YEAR CONTRACTS:

3. Approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer for the 2016-2017 school years, August 10, 2016 through May 26, 2017 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (16-238). (Chief of Police)

4. To award Bid #B-16-10-COC, Florida Avenue Streetscape Project, to D.P. Development of the Treasure Coast, LLC, of Cocoa and Pompano Beach, Florida; to approve as a Multi-year, Multi-phase Contract from FY2016 through FY2017 pending approval of the FY2017 Budget; to execute Task Order 2016-01 for construction, engineering and inspection services (CEI) to Quentin L. Hampton (QLH) of Port Orange, Florida; and to approve a resolution to Authorize

the City Manager to approve Change Orders on the DP Development Purchase Orders for the Public Works (CD1105), Stormwater (PW08PL), and the Utilities (WS1506) portion; and to approve a resolution amending the FY2016 Budget. (16-266). (Public Works Director)

5. To Approve Task Order 2016-75 with CH2M Hill for Utility Privatization Services (Potable Water); To Approve Task Order 2016-40 with CDM Smith for Privatization Services (Wastewater); and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Burton and Associates (Hawksley), St. Augustine, Florida; Project No. WS17AF; To Approve as Multi-Year Services from FY2016 through FY2017; Pending Approval of the FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $283,806 (Approximately 18.5%). (16-298). (Utilities Director)

6. Approve a multi-year agreement with Danella Construction Corporation of Florida, Inc., to install fiber optic cable under the terms and conditions of the City of Palm Coast RFP-IT-13-01 in the amount of $164,505.75, pending FY 2017 budget approval; Approve a resolution to adjust the FY 2016 budget. (16-299). (Assistant City Manager)

7. Approve a multi-year Interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2016 and ending May 26, 2017. (16-305). (Chief of Police)

IX. INFORMATIONAL AGENDA:

1. Cumulative Purchase Approvals over $25,000 and under $50,000 for the period 10/01/2015 to 06/30/2016. (16-291). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-302). (Administrative Services Director)

3. FY 2016 Budget Adjustment Report. (16-310). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-311). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (16-312). (Finance Director)

6. New Local Business Tax Receipts. (16-319). (Community Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	16-301	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/11/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of June 28, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-28-16_MINUTES.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2016
Agenda Date: July 26, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 28, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 28, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 28, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, June 28, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

Councilman Blake provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Tyler Furbish	Councilman

OTHER STAFF PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Steve Belden, Community Services Director; Jessica Dovale, Acting Finance Director; Ed Wegerif, Public Works Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Deputy Fire Chief; , Randolph Bevard, Desktop Support Technician; Nancy Dresser, Deputy Community Services Director; Anne Quesada, Finance Manager; Jason McCuen, Desktop Support Specialist; Joan

Junkala, Economic Development Manager; Charlene Neuterman, Project Manager; and Samia Singleton, Economic Development Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 28, 2016 (16-254)
2. Minutes: NA

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to amend the agenda by moving Consent Item V.1 to Public Hearing Item VI.1, Public Hearing Items VI.1 will become VI.2 and VI.2 will become VI.3.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of June 28, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation recognizing the achievements of David Neuterman (son of employee Charlene Neuterman) on becoming an Eagle Scout. (16-255). (City Manager)

   City Manager Titkanich presented a proclamation to Mr. David Neuterman who attained the coveted Eagle Scout Badge in 2016.

   Council members congratulated him on his accomplishments.

   City Manager Titkanich acknowledged David's family and pointed out that his mother, Charlene Neuterman, was a Project Manager for the City.

2. Proclamation recognizing the Strategic Alliance between the City of Cocoa and the U.S. Small Business Administration. (16-263). (Community Services Director)

Mr. Belden presented a proclamation recognizing the Strategic Alliance between the City of Cocoa and the U.S. Small Business Administration.

Mr. Vince Lapresky, a representative from the Small Business Association was in attendance and accepted the proclamation. He spoke on behalf of the SBA and noted that this was the second renewal with the City since 2012. They appreciated the partnership with the City and looked forward to many more years working with Cocoa.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, spoke to Council advising that ten months ago he stood at the podium and made the Mayor upset because he stated that he hoped the Mayor had the same passion about Broadmoor Acres as he did about the Port. Mr. Sinclair then mentioned that he had a conversation with Councilman Blake about a month ago that made him think about what to do, so he stepped away for a few weeks. Mr. Sinclair stated that Councilman Blake made the comment that if he were still Mayor, he would get Broadmoor Acres leveled and would get Habitat there to build better homes, making it a bigger tax base. Mr. Sinclair advised this was not going to help. Homeowners there are going to stay; however, they have run into issues where the City did not want to enforce its own codes. Mr. Sinclair wanted reassurance that the City was on board with helping clean up Broadmoor Acres.

Mayor Parrish believed that what Mr. Sinclair had done in ten months was amazing and it takes people like him to do this. The rehab that Mr. Sinclair was doing in this area was working. Mayor Parrish pointed out that this was government and that Mr. Sinclair was pushing faster than government but assured him that Council would recommit to him and take care of business.

Councilman Blake spoke advising that when they had the discussion, he was volunteering for Mr. Sinclair at the Civic Center. He agreed that he said several of those homes were run down and needed to be taken down.

Mr. Sinclair stated that with all do respect, he was not making an accusation.

Mayor Parrish noted that everyone was on the same side and everyone wanted the same results. Councilman Blake advised that when you look across the street it was all different and there are new homes. When students, kids, adults, anyone, move into a place and can call it their own it changes things. It improves

self-esteem, property values, etc. Everyone was on the same side and all wanted the same results. Councilman Blake stated he lives it every day and would not live in fear. He claimed if you look at different roads such as Barbara Jenkins St., Stone Street, and others you will see new homes. The entire neighborhood does not need to go, but yes, there are some that need to go. He would rather have a new home from Habitat, and give someone a new home. Sometimes have the truth is greater than a lie. Tell the whole truth.

Mr. Sinclair advised he did tell the whole truth.

City Manager Titkanich noted that he was willing to meet with Code, the Police Chief, and Assistant City Manager to see what could be done. He pointed out that this neighborhood has suffered from decades of decline and would not repair itself overnight. He mentioned that he had been with the City for almost 15 years and had seen a lot of change.

Mr. Sinclair asked Councilman Blake to not take this personal, but that what was said made him feel like the bottom line answer to every neighborhood was demolishing it. There are people willing to fix up their property.

V. CONSENT AGENDA:

~~1. Approve the revisions to the City of Cocoa's Citizen Participation Plan in accordance with new requirements of the Assessment of Fair Housing. (16-228). (Community Services Director)~~

2. Approve the Second and Final Amendment to Purchase Agreement to the Continuing Services Agreement for the Engineering Services for Design, Permitting and Services During Construction of the Utility Conveyance System Upgrades & Expansion with Bussen-Mayer Engineering Group, Inc., Quentin L. Hampton Associates, Inc., and Wade Trim, Inc. effective June 12, 2016 through June 11, 2017. (16-249). (Utilities Director)

3. Approve a Strategic Alliance Memorandum between the U.S. Small Business Administration and the City of Cocoa and authorize the Mayor to execute the same. (16-262). (Community Services Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Approve the revisions to the City of Cocoa's Citizen Participation Plan in accordance with new requirements of the Assessment of Fair Housing. (16-228). (Community Services Director)

Ms. Dresser provided a brief background on the item and explained that in order to receive funding there had to be a Citizen Participation Plan in place. In addition, it had to be a public hearing.

Mayor Parrish opened the hearing to the public. There being no response, the public portion was closed.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. ~~1.~~ Final Public hearing to approve the City of Cocoa FY 2016/2017 CDBG & HOME Action Plan and the 2016/2020 Five-Year Consolidated Plan; Authorize submission of the Plans to the U.S. Department of Housing and Urban Development (HUD); and Authorize the Mayor to sign all subsequent certifications and agreements. (16-229). (Community Services Director)

Ms. Dresser provided a brief background in regards to the item and mentioned all of the agencies that received funding.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. ~~2.~~ Council's consideration and public comment on the allocation of the 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,384 for

FY 2017 under Project Number's PD14MC, PD15TS, and PD14K9. (16-252). (Chief of Police)

Chief of Police presented this item.

Mayor Parrish opened the hearing up the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2015. (16-111) (City Manager)

Ms. Butler introduced the item and introduced Debbie Goode and noted that she was going to present the CAFR for FY 2015.

Ms. Goode also introduced Mr. Robert Reda. Ms. Goode pointed out few highlights from the audit and advised that the City received a clean, unmodified opinion. She pointed out a few pages and noted that the footnotes provided in the booklet helped a great deal when reading the report. Furthermore, she spoke about the letter that was included and explained it in detail.

Councilmembers thanked her and believed that she and her team did a great job, and they also thanked the finance staff.

Councilman Blake felt good about the audit.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. To Approve a Resolution Amending the FY2016 Budget to Cover Overtime at the Dyal Water Treatment Plant. (16-256). (Utilities Director)

*** MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Adopt a Resolution providing for processes, program guidelines, and eligibility requirements of the City of Cocoa's Commercial Property Enhancement Program. (16-264). (Community Services Director)

Ms. Junkala provided a quick overview of this request and pointed out that this program is very similar to the CRA Façade Grant program and also derived out of the strategic plan. She explained the purpose of the program, noting that it is a 50/50 public to private matching grant, and was on a first come-first ready basis. All funds contingent upon certain conditions being met. Funding in CRA's are ineligible funding was not available within the CRA in which the property is located during the fiscal year that the application was submitted. The grant would allow the construction to take place on the exterior façade of the buildings and would require an official building inspection.

Mr. Belden further mentioned different waivers that were available to the applicants.

Mayor Parrish believed that the City needed this program and City Manager Titkanich advised that this all came about from strategic planning.

Mayor Parrish noted that Ms. Senger needed to get the information out to the public. Ms. Junkala agreed and advised she had a press release ready.

*** MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period 10/01/2015-05/31/2016. (16-230). (Finance Director)

2. FY 2016 Budget Adjustment Report. (16-246). (Finance Director)

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. (16-247). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-248). (Finance Director)

5. Review of the Employee Health Center usage report provided by CareATC. (16-259). (Administrative Services Director)

6. New local business tax receipts (16-267). (Community Services Director)

X. REPORTS:

Mr. Wegerif reminded everyone about the Peachtree Street Grand Opening ceremony on Friday, July 8th at the corner of Peachtree and Fiske Blvd. at 11:30 a.m. A bus would be provided for the transportation of City staff.

The paving on U.S. 1 had begun in a few spots and this was the final layer of pavement. Plants and other items are being placed and they are starting to wind up the project.

Mr. Wegerif advised that he had not heard any updates on the bridge lettering.

Ms. Butler thanked the Finance team for their outstanding job on the CAFR and pointed out that there were a lot of things that they had to overcome in the process.

Mr. Belden introduced Ms. Samia Singleton, the new Economic Development Specialist. She came from Colorado and has more than six years' experience in Community and Economic Development.

Assistant City Manager Fuhrer announced that all of the derelict vessels had been removed and one would be removed tomorrow. The remaining one was not on

the county's original list, so the city was removing this one. A contractor would be back in the morning to remove it.

City Manager Titkanich reminded everyone of the Budget Workshop on June 29th at 5:30 p.m.

Councilman Blake wished Councilman Furbish a speedy recovery. He asked that something be done about the signage on electrical boxes. He would like a plan in place in order to prohibit citizens from being able to place signs on the boxes. Possibly some type of non-adhesive.

Councilman Blake spoke about the plaques and dedications, advising that this last date is November 1, 2016. He mentioned his attendance at Juneteenth, and of his attendance at the Monroe High School's Class of 1966 50th reunion. Lastly, he attendance the St. John's Ceremony at Mt. Moriah Church. He reminded all to buy local, spend local, and keep it local.

Deputy Mayor Boisvert advised that he had his district meeting at Lost Lakes and 60 people showed up for it. He thanked staff for their presentation.

Mayor Parrish thought that Juneteenth was awesome and reminded everyone of the upcoming July 4th event at Riverfront Park. It will begin around 6:45 p.m.

He suggested that anyone interested in the direction of Cocoa to come to the Budget Workshop at 5:30 p.m. on June 29th.

In closing, Mayor Parrish reminded all to shop local, buy local, and buy "made in America".

City Manager Titkanich reminded everyone that Friday, July 1st was the last day to submit their Form 1 for 2015.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of June 28, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:11 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-257	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/10/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Presentation summary of the 2016 Summer Youth Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2016
Agenda Date: July 26, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Presentation summary of the 2016 Summer Youth Employment Program.

BACKGROUND:

Presentation

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Presentation summary of the 2016 Summer Youth Employment Program.

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Legislation Details (With Text)

File #:	16-283	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Recognition of Councilwoman Warner Certificate of Completion of the Advanced Institute for Elected Municipal Officials.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Warner certificate 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 26, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Recognition of Councilwoman Warner Certificate of Completion of the Advanced Institute for Elected Municipal Officials.

BACKGROUND:

Councilwoman Warner attended the Advanced Institute for Elected Municipal Officials in Tampa, Florida April 29-30, 2016.

On June 20, 2016, she received both her Certificate of Completion, along with two congratulatory letters.

It has been requested that this be presented at a Council meeting.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Recognition of Councilwoman Brenda Warner for her completion of the Advanced Institute for Elected Municipal Officials.

FLORIDA LEAGUE OF CITIES, INC.

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

June 14, 2016

The Honorable Brenda Warner
Councilwoman, City of Cocoa
2 S. Orlando Avenue
Cocoa Beach, FL 32931

Dear Councilwoman Warner:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Advanced Institute for Elected Municipal Officials held April 29-30, 2016 in Tampa, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through the FLC University and the Institute of Government.

We strongly believe that your attendance at the Advanced Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

We hope to see you at future FLC and IOG events!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University

Enclosure

President **Matthew D. Surrency,** Mayor, Hawthorne
First Vice President **Susan Haynie,** Mayor, Boca Raton • Second Vice President **Gil Ziffer,** Commissioner, Tallahassee
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

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June 14, 2016

Ms. Loredana Kalaghchy
City Clerk, City of Cocoa
2 S. Orlando Avenue
Cocoa Beach, FL 32931

Dear Ms. Kalaghchy:

Enclosed is a Certificate or Certificates of Completion to be awarded to the Elected Officials of the City of Cocoa for completion of the 2016 Advanced Institute for Elected Municipal Officials held April 29-30, 2016 in Tampa, Florida.

We ask that the Certificate be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Advanced Institute for Elected Municipal Officials training should be known to key officials and your community.

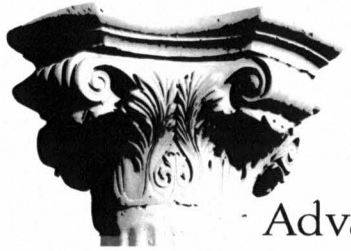
Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (850) 701-3619.

Sincerely,

Gail Dennard
Membership Relations
Florida League of Cities

Enclosure

President **Matthew D. Surrency,** Mayor, Hawthorne
First Vice President **Susan Haynie,** Mayor, Boca Raton • Second Vice President **Gil Ziffer,** Commissioner, Tallahassee
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**



Advanced Institute
for Elected Municipal Officials

Certificate of Completion

April 29-30, 2016 • Tampa, Florida

Awarded to

Councilwoman Brenda Warner

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

Legislation Details (With Text)

File #:	16-292	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	7/5/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	To Approve the FY'17 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; pending the approval of the FY 2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	USGS Cover Letter FY'17.pdf Joint Funding Agreement (signed)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 5, 2016
Agenda Date: July 26, 2016
Prepared By: Tammy Costantini, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY'17 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; pending the approval of the FY 2017 Budget

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water and surface water level monitoring) of water resources in Cocoa's well field. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

Cocoa manages the program and Cocoa employees perform some of the lab work. Data collection, monitoring equipment and database compilation are provided by USGS. The FY'17 agreement totals $126,850 and Cocoa will fund $110,070. This proposal reflects a cost decrease of $3,000 from the FY'16 program.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$110,070
Account Number	421-4010-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On October 26, 2015, City Council approved FY'16 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior - U.S. Geological Survey.

RECOMMENDED MOTION:

To Approve the FY'17 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; pending the approval of the FY 2017 Budget.

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Lane, Suite 108
Lutz, Florida 33559
Tel. (813) 498-5000
Fax (813) 498-5002

June 16, 2016

Mr. John A. Walsh, II, P.E.
Utilities Director
City of Cocoa
351 Shearer Blvd, 2nd Floor
Cocoa, Florida 32922-7204

Dear Mr. Walsh:

Enclosed are two copies of the Joint Funding Agreement (JFA) for the FY 2017 cooperative program of hydrologic data collection with the City of Cocoa. This proposal reflects a cost decrease of $3,000 from the FY 2016 program. The monthly measurements of the Bithlo 3 Well have been removed from your program. This well was added to the USGS Climate Response Network (CRN) and is being fully funded by the USGS. You will see Bithlo 3 in the table as a Continuous Water Level Station but there is no charge to the City of Cocoa.

The total network operating cost for FY 2017 will be $126,850. The City of Cocoa's share of this will be $110,070 with the USGS assuming the remaining $16,780. USGS will contribute $10,080 of Cooperative Matching Funds and $6,700 from the CRN (see JFA attachment). Results of all work performed from this agreement will be available for publication on the USGS NWISWeb website (waterdata.usgs.gov).

During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices.

Please obtain the proper signatures and return one signed copy to Susan Jones using the enclosed self-addressed envelope. The other copy is for your files. Work performed with funds from this agreement will be conducted on a fixed-price basis. The City of Cocoa will be billed quarterly.

Your continued cooperation is greatly appreciated. If you have any questions or would like to meet in person to discuss the program, please contact Darrell Lambeth at (407) 803-5543, or by email at dlambeth@usgs.gov.

Sincerely yours,

Richard L Kane
acting for:
Rafael W. Rodriguez, Director
Caribbean-Florida Water Science Center

Enclosures
cc: D. Lambeth
Administration

Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

FOR

CARIBBEAN-FLORIDA WATER SCIENCE CENTER

Customer #:	6000001066
Agreement #:	17ESFL000000003
Project #:	MC00E2A
TIN #:	59-6000292
Fixed Cost Agreement	YES

THIS AGREEMENT is entered into as of the, 1st day of October, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF COCOA, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation to fund water quality sampling and water level measurements at sites located at or near the Cocoa well field, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00.

   (a) by the party of the first part during the period

Amount	Date	to	Date
$10,080.00	October 1, 2016		September 30, 2017

   (b) by the party of the second part during the period

Amount	Date	to	Date
$110,070.00	October 1, 2016		September 30, 2017

   USGS DUNS 137783937

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $6,700.

   Description of the USGS regional/national program: USGS Climate Response Network (CRN).

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000001066 Agreement #: 17ESFL000000003

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior		**City of Cocoa Utilities Operations**	
USGS Point of Contact		**Customer Point of Contact**	
Name:	Darrell Lambeth	Name:	John A. Walsh, II, P.E.
Address:	12703 Research Parkway, Ste 200 Orlando, Florida 32826	Address:	351 Searer Blvd., 2nd Floor Cocoa, Florida 32922
Telephone:	(407) 803-5543	Telephone:	(321) 433-8710
Email:	dlambeth@usgs.gov	Email:	jwalsh@cocoafl.org

Signatures and Date

Signature:	Rafael W. Rodriguez	Date: 6/7/2016	Signature:		Date: 6/24/16
Name:	Rafael W. Rodriguez, Director		Name:	John A. Walsh, II	
Title:	Caribbean-Florida Water Science Center		Title:	Utilities Director	
Signature:		Date:	Signature:		Date:
Name:			Name:		
Title:			Title:		

FY 2017

June 13, 2016

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa								
WATER QUALITY SAMPLING STATIONS								
282341081040101	COCOA A	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282341081040101	COCOA A	Periodic	pH	P	PH	1	$ 50	$ 50
282341081040101	COCOA A	Periodic	major cations	P	CAT	1	$ 550	$ 550
282341081040101	COCOA A	Periodic	chloride	P	CL	4	$ 1,600	$ 1,600
								$ -
282847081013701	COCOA H **WELL IS**	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282847081013701	COCOA H **NO LONGER**	Periodic	pH	P	PH	1	$ 50	$ 50
282847081013701	COCOA H **PLUGGED**	Periodic	major cations	P	CAT	1	$ 550	$ 550
282847081013701	COCOA H **SAMPLE**	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282531081095701	COCOA D	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282531081095701	COCOA D	Periodic	pH	P	PH	1	$ 50	$ 50
282531081095701	COCOA D	Periodic	major cations	P	CAT	1	$ 550	$ 550
282531081095701	COCOA D	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282406081093602	COCOA R	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282406081093602	COCOA R	Periodic	pH	P	PH	1	$ 50	$ 50
282406081093602	COCOA R	Periodic	major cations	P	CAT	1	$ 550	$ 550
282406081093602	COCOA R	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	pH	P	PH	1	$ 50	$ 50
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	major cations	P	CAT	1	$ 550	$ 550
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	pH	P	PH	1	$ 50	$ 50
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	major cations	P	CAT	1	$ 550	$ 550
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT		1	$ 50	$	50
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH		1	$ 50	$	50
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT		1	$ 550	$	550
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT		1	$ 50	$	50
283249081053201	BITHLO 1	Periodic	pH	P	PH		1	$ 50	$	50
283249081053201	BITHLO 1	Periodic	major cations	P	CAT		1	$ 550	$	550
283249081053201	BITHLO 1	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT		1	$ 50	$	50
283249081053202	BITHLO 2	Periodic	pH	P	PH		1	$ 50	$	50
283249081053202	BITHLO 2	Periodic	major cations	P	CAT		1	$ 550	$	550
283249081053202	BITHLO 2	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT		1	$ 50	$	50
283249081053203	BITHLO 3	Periodic	pH	P	PH		1	$ 50	$	50
283249081053203	BITHLO 3	Periodic	major cations	P	CAT		1	$ 550	$	550
283249081053203	BITHLO 3	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT		1	$ 50	$	50
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH		1	$ 50	$	50
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT		1	$ 550	$	550
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT		1	$ 50	$	50
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH		1	$ 50	$	50
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT		1	$ 550	$	550
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT		1	$ 50	$	50
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH		1	$ 50	$	50
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT		1	$ 550	$	550
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT		1	$ 50	$	50
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH		1	$ 50	$	50
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT		1	$ 550	$	550
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT		1	$ 50	$	50
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH		1	$ 50	$	50
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT		1	$ 550	$	550
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT		1	$ 50	$	50
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH		1	$ 50	$	50
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT		1	$ 550	$	550
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT		1	$ 50	$	50
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH		1	$ 50	$	50
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT		1	$ 550	$	550
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
QW from ALL Production wells ANNUALLY									$	-
282510081054501	COCOA 1	Periodic	temp and cond	P	KT		1	$ 50	$	50
282510081054501	COCOA 1	Periodic	pH	P	PH		1	$ 50	$	50
282510081054501	COCOA 1	Periodic	major cations	P	CAT		1	$ 550	$	550
282510081054501	COCOA 1	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282612081054201	COCOA 2	Periodic	temp and cond	P	KT		1	$ 50	$	50
282612081054201	COCOA 2	Periodic	pH	P	PH		1	$ 50	$	50
282612081054201	COCOA 2	Periodic	major cations	P	CAT		1	$ 550	$	550
282612081054201	COCOA 2	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282548081054201	COCOA 3	Periodic	temp and cond	P	KT		1	$ 50	$	50
282548081054201	COCOA 3	Periodic	pH	P	PH		1	$ 50	$	50
282548081054201	COCOA 3	Periodic	major cations	P	CAT		1	$ 550	$	550
282548081054201	COCOA 3	Periodic	chloride	P	CL		1	$ 200	$	200

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 50	$ 50
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 550	$ 550
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 50	$ 50
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 550	$ 550
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 50	$ 50
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 550	$ 550
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 50	$ 50
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 550	$ 550
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 50	$ 50
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 550	$ 550
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$ 50	$ 50
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$ 550	$ 550
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$ 50	$ 50
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$ 550	$ 550
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$ 200	$ 200

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST	COOPERATOR TOTAL
									$ -
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282531081075602	COCOA 13R	Periodic	pH	P	PH		1	$ 50	$ 50
282531081075602	COCOA 13R	Periodic	major cations	P	CAT		1	$ 550	$ 550
282531081075602	COCOA 13R	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282531081082201	COCOA 14	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282531081082201	COCOA 14	Periodic	pH	P	PH		1	$ 50	$ 50
282531081082201	COCOA 14	Periodic	major cations	P	CAT		1	$ 550	$ 550
282531081082201	COCOA 14	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282530081085401	COCOA 15	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282530081085401	COCOA 15	Periodic	pH	P	PH		1	$ 50	$ 50
282530081085401	COCOA 15	Periodic	major cations	P	CAT		1	$ 550	$ 550
282530081085401	COCOA 15	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282530081091701	COCOA 16	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282530081091701	COCOA 16	Periodic	pH	P	PH		1	$ 50	$ 50
282530081091701	COCOA 16	Periodic	major cations	P	CAT		1	$ 550	$ 550
282530081091701	COCOA 16	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282530081094001	COCOA 17	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282530081094001	COCOA 17	Periodic	pH	P	PH		1	$ 50	$ 50
282530081094001	COCOA 17	Periodic	major cations	P	CAT		1	$ 550	$ 550
282530081094001	COCOA 17	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282556081094001	COCOA 18	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282556081094001	COCOA 18	Periodic	pH	P	PH		1	$ 50	$ 50
282556081094001	COCOA 18	Periodic	major cations	P	CAT		1	$ 550	$ 550
282556081094001	COCOA 18	Periodic	chloride	P	CL		1	$ 200	$ 200
									$ -
282624081090401	COCOA 19	Periodic	temp and cond	P	KT		1	$ 50	$ 50
282624081090401	COCOA 19	Periodic	pH	P	PH		1	$ 50	$ 50
282624081090401	COCOA 19	Periodic	major cations	P	CAT		1	$ 550	$ 550
282624081090401	COCOA 19	Periodic	chloride	P	CL		1	$ 200	$ 200

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
									$	-
282424081093601	COCOA 20	Periodic	temp and cond	P	KT		1	$ 50	$	50
282424081093601	COCOA 20	Periodic	pH	P	PH		1	$ 50	$	50
282424081093601	COCOA 20	Periodic	major cations	P	CAT		1	$ 550	$	550
282424081093601	COCOA 20	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282406081093601	COCOA 21	Periodic	temp and cond	P	KT		1	$ 50	$	50
282406081093601	COCOA 21	Periodic	pH	P	PH		1	$ 50	$	50
282406081093601	COCOA 21	Periodic	major cations	P	CAT		1	$ 550	$	550
282406081093601	COCOA 21	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282356081091901	COCOA 22	Periodic	temp and cond	P	KT		1	$ 50	$	50
282356081091901	COCOA 22	Periodic	pH	P	PH		1	$ 50	$	50
282356081091901	COCOA 22	Periodic	major cations	P	CAT		1	$ 550	$	550
282356081091901	COCOA 22	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282331081093801	COCOA 23	Periodic	temp and cond	P	KT		1	$ 50	$	50
282331081093801	COCOA 23	Periodic	pH	P	PH		1	$ 50	$	50
282331081093801	COCOA 23	Periodic	major cations	P	CAT		1	$ 550	$	550
282331081093801	COCOA 23	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282315081093601	COCOA 24	Periodic	temp and cond	P	KT		1	$ 50	$	50
282315081093601	COCOA 24	Periodic	pH	P	PH		1	$ 50	$	50
282315081093601	COCOA 24	Periodic	major cations	P	CAT		1	$ 550	$	550
282315081093601	COCOA 24	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282300081092401	COCOA 25	Periodic	temp and cond	P	KT		1	$ 50	$	50
282300081092401	COCOA 25	Periodic	pH	P	PH		1	$ 50	$	50
282300081092401	COCOA 25	Periodic	major cations	P	CAT		1	$ 550	$	550
282300081092401	COCOA 25	Periodic	chloride	P	CL		1	$ 200	$	200
									$	-
282315081053801	COCOA 38	Periodic	temp and cond	P	KT		1	$ 50	$	50
282315081053801	COCOA 38	Periodic	pH	P	PH		1	$ 50	$	50
282315081053801	COCOA 38	Periodic	major cations	P	CAT		1	$ 550	$	550
282315081053801	COCOA 38	Periodic	chloride	P	CL		1	$ 200	$	200

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 50	$ 50
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 550	$ 550
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 50	$ 50
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 550	$ 550
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 50	$ 50
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 550	$ 550
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 50	$ 50
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 550	$ 550
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 50	$ 50
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 550	$ 550
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 50	$ 50
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 550	$ 550
282127081053901	COCOA 44	Periodic	chloride	P	CL	1	$ 200	$ 200
								$ -
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT	1	$ 50	$ 50
282530081054204	COCOA 7T1	Periodic	pH	P	PH	1	$ 50	$ 50
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT	1	$ 550	$ 550
282530081054204	COCOA 7T1	Periodic	chloride	P	CL	1	$ 200	$ 200

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June 13, 2016

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
Water Quality Sampling Subtotal							**$ 42,200**	**$ 42,200**
CONTINUOUS WATER LEVEL STATIONS								
282341081040101	COCOA A	Continuous	water level	C	H	1	$ 6,700	$ 5,700
282406081093602	COCOA R	Continuous	water level	C	H	1	$ 6,700	$ 5,700
282341081040101	COCOA R	Continuous	rain	C	RFA	1	$ 1,500	$ 1,390
282531081082202	COCOA G	Continuous	water level	C	H	1	$ 6,700	$ 5,700
282531081095701	COCOA D	Continuous	water level	C	H	1	$ 6,700	$ 5,700
282532081075601	COCOA B	Continuous	water level	C	H	1	$ 6,700	$ 5,700
282623081153801	COCOA P	Continuous	water level	C	H	1	$ 6,700	$ 5,700
283249081053201	BITHLO 1	Continuous	water level	C	H	1	$ 6,700	$ 5,700
283249081053203	BITHLO 3	Continuous	water level	C	H	2	$ 6,700	$ -
Continuous Water Level Subtotal							**$ 55,100**	**$ 41,290**
MONTHLY MEASUREMENT STATIONS								
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$ 3,700	$ 3,700
QUARTERLY MEASUREMENT STATIONS								
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$ 1,300	$ 970
Periodic Water Level Subtotal							**$ 15,400**	**$ 12,430**

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June 13, 2016

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
ANNUAL REPORT								
	ANNUAL REPORT	Annual	report preparation	A	REPT	1	$ 6,500	$ 6,500
Annual Report Subtotal							**$ 6,500**	**$ 6,500**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A	1	$ 7,650	$ 7,650
Surface Water Station Subtotal							**$ 7,650**	**$ 7,650**
FY 2017 PROGRAM TOTALS							**$ 126,850**	**$ 110,070**

	2017
Total Program FY2017	$ 126,850
City of Cocoa	$ 110,070
USGS Climate Response Network	$ 6,700
USGS CMF Support	$ 10,080

Legislation Details (With Text)

File #:	16-296	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	7/7/2016		**In control:**	City Council	
On agenda:	7/26/2016		**Final action:**		
Title:	To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017, for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project WS1409; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $10,000 for a Total Project Amount of $110,350. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Clermont Danus Contract.pdf City of Clermont - Danus 3rd Renewal 6-2016.pdf RE Authorization Letter for City of Cocoa.msg Danus Utilities Lift Station R&M Quotes FIle 16-296 Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 7, 2016
Agenda Date: July 26, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017, for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project WS1409; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $10,000 for a Total Project Amount of $110,350

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 21, 36, and 40. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets. Available operating funds in the Sewer Field Operations Repair and Maintenance account will be used to fund the necessary repairs.

We are requesting the use of the City of Clermont Contract No. 2011-40 for Sanitary Sewer Manhole and Lift Station Rehabilitation Services. This contract has been reviewed by the City and has been

determined to be applicable to the services required by Sewer Field Operations.

Staff recommends approval of the City of Clermont contract with Danus Utilities, Inc. to perform Sanitary Sewer Manhole and Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $110,350.

City staff is also requesting that City Council approve an additional $10,000 as contingency for the project. The additional amount will be used for change orders with approval by the City Manager. Although staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $10,000 will not be added to the initial purchase order and each change order will be reviewed by staff before it is forwarded to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$110,350
Account Number	421-4125-536.46-00, WS1409
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017, for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project WS1409; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $10,000 for a Total Project Amount of $110,350.

CONTRACTOR AGREEMENT
SANITARY SEWER LIFT STATION REHABILITATION

THIS AGREEMENT, made and entered into this 12TH day of July 2011, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "OWNER"), and DANUS UTILITIES, INC. 6214 Tortosie Creek Lane, Port Orange, FL 32128 (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth; mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in the bid documents and specifications entitled:

RFB NO. 11-015 Sanitary Sewer Manhole and Lift Station Rehabilitation

as prepared by Owner and its agents shall do everything required by this Contract and the other Contract Documents contained in the specifications, which are a part of these Documents. The scope of work hereunder only applies to and includes the Lift Station Rehabilitation Services as provided in the Contract Documents.

ARTICLE II - THE CONTRACT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Contract as set forth in the contract documents and the Schedule of Values, attached hereto and incorporated herein as Exhibit "A", in lawful tender of the United States.

ARTICLE III – TERM, COMMENCEMENT AND COMPLETION OF WORK

1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three years (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.

2 The term of any task authorization, as described in this Article shall be as set forth in such task authorization, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations.

3. It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONTRACTOR any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

4. The CITY shall make request of CONTRACTOR for the services contemplated herein by providing to CONTRACTOR, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will prepare a performance and costs schedule based on the pricing and costs schedule attached hereto and incorporated herein as Exhibit "A" and provide the written performance and costs schedule as a "Task Authorization" to the CITY. The Task Authorization shall be in the form attached hereto and incorporated herein as Exhibit "B". If a site visit by CONTRACTOR is needed to generate the Task Authorization, CONTRACTOR shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization". The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in each individual task authorization to be issued hereunder as prepared by CITY. All work shall be performed in accordance with any special conditions contained in the task authorization and the Contract Documents.

5. CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth in the task authorization.

6. The CONTRACTOR shall commence work within 10 calendar days after receipt of (i) Notice to proceed, and (ii) receipt of all permits required to perform the work, and the CONTRACTOR will substantially complete the same within the time period set forth in the Task Authorization. Substantial Completion as provided herein shall be the day the project or designated portion thereof is certified and accepted by the OWNER as sufficiently complete, in accordance with the Contract Documents.

7. The CONTRACTOR shall prosecute the work with faithfulness and diligence.

8. The CONTRACTOR further declares he has examined the sites of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such sites are correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or

situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Plans, Drawings or Specifications shall be interpreted and construed by the OWNERS Public Services Project Manager and his decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the OWNER or by any agent or representative as in compliance with the terms of this Contract and/or of the Drawings, Plans and Specifications covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Contract and/or his failure to comply strictly and in all things with this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

9. If required, As-built drawings and warranties acceptable to OWNER must be submitted to the OWNER before final payment will be made to the CONTRACTOR.

ARTICLE IV - LIQUIDATED DAMAGES

1. It is mutually agreed that time is of the essence in regard to this Contract. Therefore, notwithstanding any other provision contained in the Contract Documents, should the CONTRACTOR fail to complete the work within the specified time as set by the Notice to Proceed, or any authorized extension thereof, CONTRACTOR shall pay to OWNER the sum of TWO HUNDRED FIFTY DOLLARS ($250.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time date; which

sum shall represent the damages sustained by the OWNER, and shall be considered not as a penalty, but in liquidation of damages sustained. Contractor shall pay the liquidated damages amount contained herein to Owner within fifteen (15) days of receipt of Owner's written demand for such payment.

2. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

ARTICLE V - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1. CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon CONTRACTOR's signature accepting the PARTIAL PAYMENT AUTHORIZATION, the OWNER shall make a partial payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the OWNER for work performed during the preceding calendar month under the Contract. To insure proper performance of the Contract, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

2. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the OWNER, final payment, including any retainage amount, on account of this Contract shall be made within thirty (30) calendar days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

ARTICLE VI - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional

security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

ARTICLE VII – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

2. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

2. Contractor's Public Liability and Property Damage Insurance - The Contactor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) Contractor's Comprehensive General, $1,000,000 Each
($2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
(b) Automobile Liability Coverages, $1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

(c) Excess Liability, Umbrella Form $2,000,000

Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

3. Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

4. Owner's and Contractor's Protective Liability Insurance - The Owner shall procure and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & $1,000,000 each ($2,000,000 aggregate)
Property Damage Liability Occurrence
Combined Single Limit

5. "XCU" (Explosion, Collapse, Underground Damage) - The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

7. Contractual Liability Work Contracts - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

8. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph 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 workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner for the indemnification provided herein.

ARTICLE IX - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Danus Utilities, Inc.
Attn: Dan J. Pardus
6214 Tortoise Creek Lane
Port Orange, FL 32128

OWNER: City of Clermont
Attn: Wayne Saunders, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE X – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.

3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.

5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by contractor.

6. Assignment. This agreement is personal to the parties hereto and may not be assigned by contractor, in whole or in part, without the prior written consent of city.

7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.

8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9. Records. Contractor expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. Contractor expressly agrees that it will comply with all requirements related to said law and that it will hold city harmless for any such disclosure related to Florida's Public Records Law.

ARTICLE XI - CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

1. Contract Agreement

2. Technical Plan and Specifications

3. All documents contained in RFP No.: 11-015 Sanitary Sewer Manhole and Lif Station Rehabilitation and CONTRACTOR's June 9, 2011 response thereto, including any all addenda or amendments thereto.

4. Instructions to Bidders

5. Drawings

6. Payment and Performance Bonds

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12TH day of July, 2011.

City of Clermont

Harold S. Turville, Jr., Mayor

Attest:

Tracy Ackroyd, City Clerk

Danus Utilities, Inc.

Dan J. Pardus, President

Attest:

Corporate Secretary

(Name Printed or Typed)

EXHIBIT A

SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)			
L.N.	Description	Est. Qty / Unit	Unit Price
9	Lift Station Surface Rehabilitation by Cementitious Lining (coating for new top slab & removed shelf area)	S.F.	$30.00
10.a	Bypass 8" Sewer Setup	Each	$800.00
10.b	Bypass 10" to 12" Sewer Setup	Each	$200.00
10.c	Bypass 15" to 18" Sewer Setup	Each	$200.00
10.d	Sewer Bypass 4" Pump	Per Day	$600.00
10.e	Sewer Bypass 6" Pump	Per Day	$625.00
10.f	Sewer Bypass 8" Pump	Per Day	$700.00
11.a	Furnish and Install Pump Base – 4"	Each	$2,750.00
11.b	Furnish and Install Pump Base – 6"	Each	$2,500.00
11.c	Furnish and Install Pump Base – 8"	Each	$3,050.00
12.a	Re-Construct Lift Station Fillet – 6' Diameter	Each	$500.00
12.b	Re-Construct Lift Station Fillet – 8' Diameter	Each	$600.00
12.c	Re-Construct Lift Station Fillet – 10' Diameter	Each	$700.00
13	Removal of Existing Coating	S.F.	$10.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4" (price per each riser)	Each	$5,500.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6" (price per each riser)	Each	$5,500.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8" (price per each riser)	Each	$6,050.00
15.a	Furnish and Install 6'-0" top slab with 36" x 48" hatch with Safety Grate	Each	$3,300.00

15.b	Furnish and Install 8'-0" top slab with 36" x 48" hatch with Safety Grate	Each	$3,600.00
16.a	Furnish and Install 5' x 5' valve box with 48" x 48" Hatch	Each	$5,700.00
16.b	Furnish and Install 6' x 6' valve box with 48" x 48" Hatch	Each	$7,400.00
17.a	Temporary Bypass Riser – 4"	Each	$2,950.00
17.b	Temporary Bypass Riser – 6"	Each	$3,000.00
17.c	Temporary Bypass Riser – 8"	Each	$3,000.00
18.a	Remove concrete shelf in wet well – 6'-0"	Each	$400.00
18.b	Remove concrete shelf in wet well – 8'-0"	Each	$600.00
19.a	2" SS Dual Guide rails with brackets – 10' to 15'	Each	$1,600.00
19.b	2" SS Dual Guide rails with brackets – 15' to 20'	Each	$2,200.00
20	Furnish and Install 3" Drain	Each	$600.00
21	Furnish and Install SCH-80 PVC Vent – 4"	Each	$250.00
22.a	Drain and Clean Wet Well – 6'-0"	Each	$1,000.00
22.b	Drain and Clean Wet Well – 8'-0"	Each	$1,250.00
23.a	Connect Lift Station Piping to Existing Force Main – 4"	Each	$2,250.00
23.b	Connect Lift Station Piping to Existing Force Main – 6"	Each	$1,500.00
23.c	Connect Lift Station Piping to Existing Force Main – 8"	Each	$1,000.00

SECTION – C
PRICE SCHEDULE

ALTERNATE PRICE			
L.N.	Description	Est. Qty. / Unit	Unit Price
ALT 1.a	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Riser and Fitting on Bid Item #14.a – 4" (This price will be either added if more or subtracted if less from original base bid price)	Each	$5,500.00
ALT 1.b	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Riser and Fitting on Bid Item #14.b – 6" (This price will be either added if more or subtracted if less from original base bid price)	Each	$6,000.00
ALT 1.c	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Risers and Fitting on Bid Item #14.c – 8" (This price will be either added if more or subtracted if less from original base bid price)	Each	$8,900.00



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

June 6, 2016

Dan J. Pardus, President
4133 Saddle Club DR
New Smyrna Bch, FL 32168

Re: 3rd and Final Contract Renewal Notice – 2011-40 / Sanitary Sewer Lift Station Rehabilitation

Dear Mr. Pardus:

The current awarded period on the above referenced contract is due to expire on July 11, 2016. There is a provision for an extension in this contract for up to additional (3) additional one (1) year term. It is the intent of the City to exercise the 3rd and final contract renewal option and extend the contract for an additional 1-year, ending in July 11, 2017.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Purchasing Division no later than ten (10) business days by mail, fax or email from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract.

Please feel free to contact me if you have any questions.

I want to extend the current Contract No. 2011-40 / Sanitary Sewer Lift Station Rehabilitation, for an additional 1-year term at the same terms and conditions.

X Yes ____ No

Contractor Signature

Date 6/6/2016

DAN J Pardus
Printed Name of Signer

President
Title of Signer

Comments:

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE
062316-2R

Date: 7/11/2016
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 21
E-mail: ccollier@cocoafl.org

QTY	Lift Station 21		TOTAL
100	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$3,000.00
2	Bid Item 10.a / By-pass 8" Sewer Set up	$800.00	$1,600.00
7	Bid Item 10.d / Sewer By-pass 4" Pump (Daily rate)	$600.00	$4,200.00
1	Bid Item 16.a / Furnish & Install 5' x 5' valve box with 48" x 48" Hatch	$5,700.00	$5,700.00
1	Bid Item 17.a / Temporary Bypass Riser - 4"	$2,950.00	$2,950.00
4	Bid Item 19.b / 2" SS Dual Guide rails with brackets	$2,200.00	$8,800.00
1	Bid Item 20 / Furnish and Install 3" Drain	$800.00	$800.00
1	Bid Item 22.a / Drain and Clean Wet Well 6'-0"	$1,000.00	$1,000.00
1	Bid Item 23.a / Connect Lift Station Piping to Existing Force main 4"	$2,250.00	$2,250.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and gate valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$41,300.00

Note: Permitting by others.
City of Cocoa to bring fill dirt to site for Danus to grade out area.

Scope of Work for Danus Utilities: F&I 5' x 5' valve box, 48" x 48" hatch, 3" P-trap, 3 - core holes for Pipe locations, Raven patch old and new penetrations, 4" check valves, 4" gate valves, 4" flanged fitting 4" temporary riser, 4" connection to existing force main, grade site.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

062316-4R

Date: 7/11/2016
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 36
E-mail: ccollier@cocoafl.org

QTY	Lift Station 36		TOTAL
2	Bid Item 10.a / By-pass 8" Sewer Set up	$800.00	$1,600.00
3	Bid Item 10.d / Sewer By-pass 4" Pump (Daily rate)	$600.00	$1,800.00
2	Bid Item 11.a / Furnish & Install Pump Base - 4"	$2,750.00	$5,500.00
1	Bid Item 22.a / Drain and Clean Wet Well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and gate valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$20,900.00

Note: Permitting by others.

Scope of Work for Danus Utilities:F&I 4" base elbows, SS base plates, SS wet will pipe supports, 2" rails, SS upper guide brackets, 4" flange gate valve, 4" camlock fitting, 4" HDPE risers, cleaning of wet we by-pass during rehabilitation.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

062316-1R

Date: 7/11/2016
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 40
E-mail: ccollier@cocoafl.org

QTY	Lift Station 40		TOTAL
250	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$7,500.00
2	Bid Item 10.a / By-pass 8" Sewer Set up	$800.00	$1,600.00
6	Bid Item 10.d / Sewer By-pass 4" Pump (Daily rate)	$600.00	$3,600.00
2	Bid Item 11.a / Furnish & Install Pump Base - 4"	$2,750.00	$5,500.00
1	Bid Item 15.a / Furnish and Install 6'-0" top slab with 36" x 48" hatch	$3,300.00	$3,300.00
2	Bid Item 19.a / 2" SS Dual Guide with Brackets 15' - 20'	$2,200.00	$4,400.00
1	Bid Item 21 / Furnish and Install SCH-80 PVC Vent -4"	$250.00	$250.00
1	Bid Item 22.a / Drain and Clean Wet Well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and gate valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$38,150.00

Note: Permitting by others.
New 2" electrical conduit connection to control panel by City of Cocoa electrician.
Repour concrete slab removed for rehabilitation between wet well and valve vault by City of Cocoa

Scope of Work for Danus Utilities: F&I 88" O.D. top slab, 36" x 48" hatch, 4" HDPE risers from base (existing check valves, 4" base elbows, SS base plates, SS wet well pipe supports, SS upper guides, Raven 405 coat wet well, clean station, by-pass sewer flows during rehabilitation, install (3) 2" electrical conduits through wet well wall toward electrical panel 2ft below grade.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

RESOLUTION NO. 2016-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS REGARDING SANITARY SEWER MANHOLE AND LIFT STATION REHABILITATION SERVICES, PROJECT NO. WS1409, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $10,000 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 in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council including any contingency funds approved by the City Council for said contract; and

WHEREAS, on July 26, 2016, the City Council authorized the City Manager to proceed with the Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project No. WS1409, 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 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 consistent with the terms of this Resolution 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 for the Sanitary Sewer Manhole and Lift Station Rehabilitation Services, Project No. WS1409, provided the total amount of approved change orders do not cause the construction contract to exceed the total $110,350

budgeted by the City Council for the project inclusive of the $10,000 contingency amount set aside for the project.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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 26, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	16-307	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	7/12/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Accept the short list for Underwriting Services and to authorize the City Manager to sign the contracts and related documents for the two selected firms. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Underwriting Services REP.pdf Raymond James Response to City of Cocoa RFP_FINAL.pdf Stifel Response to Cocoa RFP 5-26-16.pdf 06_21_16 Minutes for P-16-15-COC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2016
Agenda Date: July 26, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Accept the short list for Underwriting Services and to authorize the City Manager to sign the contracts and related documents for the two selected firms.

BACKGROUND:

On April 25, 2016, the City of Cocoa requested proposals from investment banking firms interested in providing underwriting services to the City of Cocoa with the issuance of Capital Improvement Refunding Revenue Bonds, Series 2016 and Fire Special Assessment Bonds, Series 2016; for the purpose of refunding existing bonds and construction and acquisition of facilities and equipment for the three new fire stations.

Proposal packages were received on May 26, 2016 by 4:00 p. m. The Purchasing Division sent out two hundred and sixty notifications and received two proposals from ten plan holders. The two proposing firms were Raymond James / Ross, Sinclaire & Associates, LLC and Stifel, Nicolaus & Company, Inc.

On June 16, 2016 the two proposing firms made their presentations to the Underwriter Selection Committee which consisted of the three voting members, Matt Fuhrer, Assistant City Manager, Teri Butler, Finance Director, Lora Howell, Deputy Finance Director, along with the two non-voting

members John Titkanich, City Manager and Dunlap and Associates, the City's Financial Advisors.

The Underwriter Selection Committee then reconvened on June 21, 2016 at 8:30 a.m. for the advertised Public Meeting. During this meeting, the three voting members and two non-voting member's had in-depth discussions pertaining to the two proposals. After reviewing both proposals and taking into consideration each firm's experience, qualifications, knowledge of the City's needs, as well as their capital and capacity to underwrite, a decision was made that both firms were equally qualified in their standing and that by selecting both firms for future underwriting services, would benefit the City of Cocoa, as it creates a healthy competitive process, by which the City could receive the maximum services associated with the underwriting costs.

The term for underwriting services, by proposal request, with Raymond James / Ross, Sinclaire & Associates, LLC and Stifel, Nicolaus & Company, Inc. should not exceed ten years; at which time underwriting services should then again be reevaluated for competitiveness.

STRATEGIC PLAN CONNECTION:

Allows the City of Cocoa to enhance and create a fiscally responsible plan for future debt services related to underwriting by enhancing the competitive nature by which we request proposals for underwriting services.

BUDGETARY IMPACT:

The Budgetary Impact will be determined at the time of requested underwriting service. Attached to this agenda item are the estimated costs related to the underwriting services for the current bond refunding and new bond issue.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Accept the short list for Underwriting Services and to authorize the City Manager to sign the contracts and related documents for the two selected firms.

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Request for Proposals (RFP) #P-16-15-COC
UNDERWRITING SERVICES

CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

FIRE SPECIAL ASSESSMENT BONDS, SERIES 2016

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: April 26, 2016

PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON May 26, 2016

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept Visa? ☐ YES ☐ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____ Receipt of _____ADDENDUM acknowledged

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and four (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response

envelope, RFP# **Q-16-15-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

During the RFP process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

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ATTACHMENTS:

Attachment A: 2015 Special Assessment Resolution
Attachment B: Special Assessment Revenue History
Attachment C: Fire Assessment Ordinance #20-2006

NOTICE TO PROPOSERS

Notice is hereby given that the City of Cocoa (the "CITY") is seeking sealed proposals for UNDERWRITING SERVICES:

I. CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

II. FIRE SPECIAL ASSESSMENT BONDS, SERIES 2016

Proposals will be **accepted until 4:00 P.M. on May 26, 2016,** in the Office of the City Purchasing and Contracts Manager, Ms. Sonja Suarez, as follows:

One (1) Original and Four (4) Hard Copies
Sonja Hamilton-Suarez
Purchasing & Contracts Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
(321) 433-8833

One (1) hard copy and one (1) electronic copy
should be sent to the City's Financial Advisor at:

J. Craig Dunlap
President
Dunlap & Associates, Inc.
1146 Keyes Avenue
Winter Park, FL 32789
jcdunlap@dunlapandassociates.com

For additional information, Ms. Sonja Suarez, Purchasing and Contracts Manager, City of Cocoa, at (321) 433-8833 or ssuarez@cocoafl.org.

The City reserves the right to reject any and all proposals; to waive any and all informalities or irregularities and to reject all or any part of any proposal as they may deem to be in the best interest of the City.

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP") or Request for Qualification ("RFQ"). Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the City's Financial Advisor, Dunlap & Associates, Inc. at jcdunlap@dunlapandassociates.com or Ms. Sonja Suarez, Purchasing & Contracts Manager, City of Cocoa, ssuarez@cocoafl.org. Such inquiries or requests for information shall contain the requester's name, address, and telephone number.

During Cone of Silence, which begins April 26, 2016 and ends June 29, 2016, the following is prohibited: Any communication regarding this proposal between a potential vendor, service provider, proposer, lobbyist, or consultant and the "CITY" and professional staff. All communication regarding this proposal should be sent in writing, via fax (321) 433-8860 or email only to Ms. Sonja Suarez, Purchasing &

Contracts Manager, City of Cocoa, ssuarez@cocoafl.org. The city reserves the right at its discretion to disqualify and proposer that fails to comply with the Cone of Silence.

SECTION I

INTRODUCTION

BACKGROUND

Capital Improvement Refunding Revenue Bonds, Series 2016

The City plans to advance refund the outstanding principal amount of $9,265,000 of its $11,675,000 CITY OF COCOA, FLORIDA CAPITAL IMPROVEMENT REVENUE BONDS, Series 2007. The Bonds are callable October 1, 2017. The Series 2007 Bonds were issued to finance the 2007 Project. The 2007 Project consisted of the acquisition, construction and equipping of a new city hall facility, improvements to U.S. 1 and certain other capital improvements approved by the City Council from time to time. The City plans to advance refund this issue as soon as possible, if the savings meet the City's debt policy guidelines of at least 3 percent of refunded par.

Fire Assessment Bonds, Series 2016

In 2006 the City adopted Ordinance No. 20-2006, and in 2015, Resolution No. 2015-057 (see attached Resolution) authorizing the collection of a fire special assessment throughout the City. The assessment has been collected since fiscal year 2007. Please refer to the Attachment B, Special Assessment Resolution Information. The collection of the non-ad valorem assessments is done on the same bill as ad valorem taxes. Fire Assessments are imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

The City plans to close by September 2016 on approximately $8 Million in Fire Assessment Revenue Bonds. The Bonds will be validated and proceeds will be used to build three fire stations including an administration building (The 2016 Project) and related equipment. The total cost of the 2016 Project is $10 million, however the City will make an equity contribution of $2 million.

PURPOSE

The City plans to select an underwriting firm(s) to execute the transactions described under I and II above.

PROCUREMENT PROCESS

There is no expressed or implied obligation for the "CITY" to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The "CITY" reserves the right to reject any or all proposals submitted and to waive informalities and minor irregularities in any proposal reviewed. Further, the "CITY" may reject any proposal which does not conform to the instructions herewith.

During the evaluation process, the "CITY" reserves the right, where it may serve the City of Cocoa's best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted.

Standard Terms & Conditions

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Cocoa. The City may award sections individually or collectively whichever is in its best interest, unless the Proposer only intends to Propose for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due may be assigned.

AWARD - Award shall be made to the responsive and responsible Proposer whose Proposal is most economical according to the criteria designated in the solicitation.

CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the city.

CONTRACT EXTENSIONS: The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this proposal.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a Proposal for a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

F.O.B. POINT - Products are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished

in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

INVOICES - Invoices should be sent in duplicate to the City of Cocoa, Accounts Payable Division, 65 Stone St., Cocoa, Florida, 32922. It is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation.

NON-DISCRIMINATION - The successful Proposer will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The proposer will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922.
NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or ten (10) days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary.

TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

Special Conditions

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Proposers are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is posted at least seventy-two (72) hours in advance of such meetings/presentations. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk.

CORPORATE RESOLUTION: Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. The person signing a Proposal for a corporation or partnership must produce evidence satisfactory to the City of the person's authority to bind the corporation or partnership. If the Proposer is a corporation, the corporation must attach to the

proposal a certified copy of corporate resolution of the board of directors of the corporation authorizing the person to execute the proposal on behalf of the corporation.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: The submission of this Proposal in response to the Request for Proposal constitutes a contractual agreement, at the option of the awarded contractor, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies, political subdivisions, counties and cities.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs

incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

TERMS: The initial contract period shall be for one (1) year and will begin as of the date on the Notice of Award. Annual Contract renewal(s) may be permitted on an as need basis and will be based upon contractor satisfactory performance and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of three (3) consecutive years.

STANDARD INSURANCE REQUIREMENTS

The Certificate of insurance should be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager prior to the commencement of any work.

Minimum coverage with limits and provisions, as required by this request, are as follows:

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

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

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

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

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 and 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.

SECTION II

NATURE OF SERVICES REQUIRED

GENERAL

The "CITY" will receive proposals **until 4:00 P.M. on May 26, 2016** for the purpose of selecting one or more firms to service the "CITY" in the role of:

Senior Manager or Co-Managing Underwriter for the City's proposed bond issues.

Proposals will be received in the office of the City of Cocoa's Purchasing Department at the previous stated time and date, with one hard copy and one electronic copy delivered to the City of Cocoa's Financial Advisor, Dunlap & Associates, Inc.

Each Proposer will examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made to Ms. Sonja Suarez, Purchasing and Contracts Manager, City of Cocoa, ssuarez@cocoafl.org. The "CITY" will not be responsible for oral interpretations, clarifications or representations given by any "CITY" employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFP, the Financial Advisor or the "CITY" will attempt to notify all known prospective Proposers.

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (corporation, firm, partnership or individual) on the Title Form provided. Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

The Proposer will bear all expenses related to making proposals to the "CITY".

Any proposal may be withdrawn up to the date and time set above for opening the proposals. Any proposals not so withdrawn will, upon opening, constitute an irrevocable offer, for a period of the later of 180 days or upon closing of the financing, to provide to the "CITY" the services set forth in the attached specifications until the "CITY" duly accepts one (1) or more of the proposals. Joint proposals will be accepted.

The "CITY" reserves the right to accept or reject any or all proposals submitted and to waive informalities and minor irregularities in any proposal reviewed and to request resubmission. There is no obligation on the City of Cocoa's part to award the contract to the lowest Proposer(s); and the "CITY" reserves the right to award the underwriting to one or more responsible and responsive Proposer(s) with a resulting negotiated agreement which is most advantageous to and in the City of Cocoa's best interest. The "CITY" shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest; and its decision will be final.

Additional terms and conditions included with the RFP response may be evaluated or considered. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this proposal solicitation are the primary conditions applicable to this RFP. Any and all such additional terms and conditions will have secondary force and effect. The Proposer's authorized signature affixed to the proposer acknowledgment form attests to this.

All applicable laws and regulations of the State of Florida and regulations of the "CITY" will apply to any resulting agreement.

Federal Identification Number

Proposer must note Federal Identification Number on Proposal Title Form.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Any person responding with an offer to this invitation must execute the attached form, SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES and enclose it with the RFP. If an RFP is submitted on behalf of dealers or suppliers who will ship and receive payment from the resulting contract, it is the Proposer's responsibility to ensure that they execute and include the appropriate forms with the RFP.

STATEMENT OF CREDIT WORTHINESS

The City of Cocoa's audited financial statements can be found at:
http://www.cocoafl.org/DocumentCenter/View/5512
(Subject to change when FY 2015 CAFR is approved – expected late May)

REQUEST FOR PROPOSAL PARAMETERS

TAB 1 – Firm's Introduction:

a. Provide a brief overview of the Firm including: 1) ownership size 2) Tier One capital position (as of the most recent fiscal year), 3) location of the office responsible for providing the underwriting services and 4) the public finance office location providing the investment banking services.

b. Identify the primary individual(s) that will provide underwriting services to the "CITY" from your Firm. For investment banking personnel, please indicate the location from which underwriter services will be provided. Include individuals who will serve as the senior syndicate underwriter. Include a resume for each individual.

c. For the proposed personnel, provide a list of three Florida references in the last 3 years while employed at the Firm submitting the proposal. Provide the client's contact information, including phone number and email address. City of Cocoa References Form is provided herein.

TAB 2 – Experience

a. Provide a listing of the Senior Manager experience with Special Assessment Bonds and Refunding Bonds, since January 1, 2014, and identify the role of each individual responsible for the transaction while employed at the Firm submitting the proposal. The listing should include:

1. Issuer
2. Date of issue
3. Par amount
4. All-in-TIC
5. Underlying ratings
6. The underwriter's gross spread breakdown including management fee and expenses.

b. The City intends to use one rating agency to rate the Fire Assessment Bonds. It is anticipated that the rating will be in the A3 range. Provide your recommendation regarding the use of insurance versus a rated bond issue for: I) the Capital Improvement Refunding Revenue Bonds and II) the Fire Assessment Bonds, and explain why. If rated, how many credit ratings would you recommend?

c. The selection of underwriter's counsel shall be at the discretion of the senior managing underwriter. The "CITY" requests that each candidate for senior managing underwriter identify Firms which it would consider for this role. The "CITY" expects the Firms being considered to be listed in the Bond Buyer's Municipal Marketplace Directory (the "Red Book") and the current National Association of Bond Lawyers Directory. It is assumed that the Firms being considered will accept the compensation level specified in the expense portion of your Firm's fixed price spread proposal. **Bryant Miller Olive will serve the City's Bond Counsel.**

TAB 3 – Underwriting Capabilities

a. Describe your Firm's distribution capabilities. Specify your National and Florida distribution capabilities and sales professionals; include the location and number of offices and financial consultants who will market the bonds.

b. Identify likely purchasers of the bonds and the general percentage or breakdown by group (e.g. retail, institutional).

TAB 4 – Plan of Finance – All costs associated with delivering the requested services must be detailed in this section.

I) Capital Improvement Refunding Revenue Bonds, Series 2016
II) Fire Special Assessment Bonds, Series 2016

a. Provide your proposed management fee, expenses and all other components of gross spread, including take down for I and II Bond financing scenarios described above. Please specify in actual dollars, the costs which you expect to incur for underwriters' counsel fees and provide a budget for all other elements of underwriting expenses. Assume that the proposed bonds will be fixed rate obligations and issued in book-entry form. Settlement will be expected in Federal Funds.

b. Provide a table with the following information for I and II Bond financings scenarios:

Maturity dates by year, coupon rate, MMD as **of May 22, 2016,** for I) and II) above, and the spread to MMD you are proposing. Assume that the City's cost of issuance (bond counsel, disclosure counsel, financial advisor, printing, rating agency fees, etc.) is $120,000 for the each issue. Principal shall be payable annually, commencing on October 1, 2018, and interest shall be payable semi-annually, on each April 1 and October 1, commencing on October 1, 2016

Note: Your "fees", along with yields in the competitive market, will be used to establish a pricing index that will be important to the City in considering scales proposed at the actual time of sale. Your interest rate scales should reflect levels which your Firm would, if necessary, be prepared to price and underwrite the bonds on **May 22, 2016**, with closing by **September 30, 2016** for I) and II) Bond Financing scenarios.

Assume level debt service with a 10-year par call (do not extend the maturities of refunded bonds). Presume the Escrow for the I) Capital Improvement Refunding Revenue Bond Series 2016 will be net funded with SLGS. For financing scenario II) Fire Assessment Bonds, assume a 30 year final maturity.

c. YOUR FIRM'S RESPONSE MUST INCLUDE:

1. All-In TIC for financing scenarios for I) and II).
2. Net Present Value of savings in percentage and dollars and debt retirement schedules including annual savings, for the advance refunding of the I) Capital Improvement Revenue Bonds Series 2007.
3. Include all supporting debt retirement schedules for the financing structures you are recommending for I) and II) financing scenarios.

TAB 5 – Additional Information

a. Provide any additional information you feel will be helpful to the City in evaluating your qualifications to serve as underwriter on the City's financing.

b. Provide a statement of assurance that your Firm is not presently in violation of any statutes or regulatory rules that might impact your Firm's operations.

c. Provide information on the nature and magnitude of any litigation in which your Firm has been a party during the past three (3) years. Also include information on any pending litigation as well.

Anticipated Staff Recommendation and City approval: June 28, 2016

Anticipated Closing Date of I) and II) transactions: By September 30, 2016.

SECTION III

INSTRUCTIONS TO PROPOSERS:

Sealed proposal
For the response to be considered complete and timely, Respondent must submit one (1) original marked "ORIGINAL", four (4) copies of the proposal in a sealed envelope or package, clearly marked on the outside with the proposer's name and "PROPOSAL NO. P-16-15-COC UNDERWRITING SERVICES; received by the City of Cocoa **on or before 4:00 P.M., on May 26, 2016**. Proposals submitted by facsimile (fax) or electronically will NOT be accepted by the City. Proposals shall include the Title Page; clearly indicating the legal name, address and telephone number of the proposer (company, firm, partnership, or individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

One (1) Original and Four (4) Hard Copies
Sonja Hamilton-Suarez
Purchasing & Contracts Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
(321) 433-8833

One (1) hard copy and one (1) electronic copy should be sent to the City's Financial Advisor at:

J. Craig Dunlap
President
Dunlap & Associates, Inc.
1146 Keyes Avenue
Winter Park, FL 32789
jcdunlap@dunlapandassociates.com

SEQUENCE OF DOCUMENTS
When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be unbound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be **compiled in the sequence listed above.** The maximum number of pages **shall not exceed fifty (50) pages**, not including tabs and Title Page/Title Form.

PAGE LIMITS
Proposers are cautioned that this submittal shall not exceed 50 single-sided pages on 8 1/2" x 11" paper. 11" x 17" pages are allowed for illustrations, charts, tables, exhibits, etc. and will count as one (1) page towards the fifty (50) page limit as long as such pages do not contain information reasonably determined as additional document text. ***Responses exceeding these limits may be considered non-responsive.***

This proposal package and any addendums may be obtained at www.demandstar.com.

The complete responsibility for obtaining, completing, and submitting this request for sealed proposals to the City of Cocoa Purchasing Department shall be solely and strictly the responsibility of the Proposer.

Proposals received after the time and date stipulated shall be considered non-responsive and returned to the Proposer unopened. The official clock to be used for submitting any proposal documents is located in the City of Cocoa, City Hall Security Desk. The Purchasing Manager or designee will be the official and final authority for determining late bids.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Council. Proposal documents are exempt from public record for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

PUBLIC PRESENTATIONS:
The Professional Services Committee may require public presentations, oral interviews, and question and answer sessions by no more than three (3) firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for public presentations.

PROPOSAL RESTRICTIONS:
In order to control the cost of preparation, submittal will be restricted to the requirements as described in Section III – Instructions to Proposers, contained within this RFP.

EVALUATION AND SCORING:

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, shall be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Evaluations will be accomplished by a ranking of the proposers. Proposals will be ranked in sequential order with one (1) being the highest ranking. Rankings are totaled with an ordinal ranking system. The evaluation committee will consist of three (3) voting and two (2) non-voting members.

The recommendation for award will be based on the following criteria:

A. Lowest Gross Spread and lowest spreads to MMD	30 points
B. Experience, Qualifications, and Management Plan	20 points
C. Knowledge of the City's needs	20 points
D. Capital and capacity to underwrite	20 points
E. References	10 points
G. Oral Presentation/Interview	0 points
TOTAL POSSIBLE POINTS	**100 points**

Mandatory Elements

1) The firm is independent and licensed to practice in Florida.
2) The firm's professional personnel have received adequate continuing professional education & training.
3) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Cocoa.
4) The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
5) The firm has experience in developing providing underwriting services.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1) Responsiveness of the proposal related to the Scope of Work;
2) The ability of the proposer to provide future service for the use of the subject of the contract;
3) The character, integrity, reputation, judgment, experience and efficiency of the proposer;
4) The quality of performance of previous contracts;
5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract;

6) Responsiveness of client references;
7) Such other information as may be secured.

Criteria

Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

A. Lowest Gross Spread and lowest spreads to MMD (_30_Points)

1) Methodology Used for the Project
   a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
   b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?

B. Experience, Qualifications, and Management Plan (_20_Points)

1) Experience and Qualifications
   a) Do the individuals assigned to the project have experience on similar projects?
   b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
   c) How extensive is the applicable education and experience of the personnel designated to work on the project?
   d) How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?
   e) Has the firm provided letters of reference from previous clients?
   f) How reasonable are the firm's cost estimates?
   g) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

2) Management Plan for the Project
   a) How well is accountability completely and clearly defined?
   b) Is the organization of the project team clear?
   c) How well does the management plan illustrate the lines of authority and communication?
   d) Is the proposal practical, feasible, and within budget?
   e) How well have any potential problems been identified?

C. Knowledge of the City's needs (_20_Points)

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

2) How well has the offeror identified pertinent issues and potential problems related to the project?

3) How well has the offeror demonstrated that it understands the deliverables the City expects it to provide?

4) How well has the offeror demonstrated that it understands the City's time schedule and can meet it?

D. Capital and capacity to underwrite (_20_Points)

E. References (_10_Points)

1) How successful is the general history of the firm regarding timely and successful completion of projects?

2) How well has the firm demonstrated experience completing similar projects within budget?

F. Oral Presentation/Interview (_0_Points)

Recommendation and Approval of Ranking:
The City staff shall rank (short list) all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its final short list recommendation to the City Council. Once the City Council has approved staff's recommended short list ranking, the requesting department designated negotiator will enter into contract negotiations with the highest rated firm. If agreement cannot be reached with the highest rated firm, negotiations will continue with the firms in order of rank until agreement is reached.

Request For Proposal Time Line:
The **anticipated** schedule for this RFP is as follows:

Request For Proposal Issue Date	04/26/2016
Request For Proposal Advertised	04/28/2016 and 05/05/2016
Deadline for Questions	05/19/2016
RFP Submission Deadline	05/26/2016
Short List Created	05/31/2016
Interviews/Presentations	Week of 06/12/2016
Final Selection	06/17/2016
City Council Consideration	06/28/2016
Contract Award	06/28/2016, contingent upon approval by City Council
Commencement of Work	Upon contract award
Bond Closing:	By September 30, 2016 or sooner.

Attachments:

Attachment A: 2015 Special Assessment Resolution
Attachment B: Special Assessment Revenue History
Attachment C: Fire Assessment Ordinance #20-2006

SECTION IV

MANDATORY FORMS

The following mandatory forms must be submitted with your bid and count toward your 50-page limit:

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, is received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.

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

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

_____
AUTHORIZED SIGNATURE

_____
COMPANY

_____
DATE

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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 connection 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 (1) (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 of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

Scrutinized Company Certification
Solicitation No. P-16-15-COC
UNDERWRITING SERVICES

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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 §215.473, is ineligible for, 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 $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List;
Or
http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

REFERENCES

Contractor shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed in the presence of a Notary Public or other Officer authorized to administer oaths.

1. This sworn statement is submitted to:

_____
(Print name of the Public Entity.)

by: _____
(Print individual's name and title.)

for: _____
(Print name of Entity submitting sworn statement.)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is

_____

(If the Entity has no FEIN, please include the Social Security Number of the individual signing this sworn statement):

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or,

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. *(Please attach a copy of the final order.)*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

_____
Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_____ who, after first being sworn by me, affixed his/her signature in *(Name of individual signing.)*

the space provided above on this _____ day of _____, 2016

_____ _____

NOTARY PUBLIC My commission expires:

CITY OF COCOA, FLORIDA

REQUEST FOR PROPOSALS FOR UNDERWRITING SERVICES
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016
FIRE SPECIAL ASSESSMENT BONDS, SERIES 2016
RFP #P-16-15-COC
DUE DATE: MAY 26, 2016 AT 4:00 PM EST
TAX ID # 59-1237041

RAYMOND JAMES®

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807 W. Morse Blvd., Suite 200
Winter Park, FL 32789
(407) 644-3173
jon.eichelberger@raymondjames.com

R | S | A
Ross, Sinclaire & Associates, LLC

Michael Stewart
700 Walnut Street, Suite 600
Cincinnati, Ohio 45202
(513) 381-3939
mstewart@rsanet.com

City of Cocoa, Florida

May 26, 2016

Ms. Sonja Hamilton-Suarez
Purchasing & Contracts Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Ms. Hamilton-Suarez:

On behalf of Raymond James & Associates, Inc. ("Raymond James" or the "Firm") and Ross Sinclaire & Associates, LLP ("RSA"), we are pleased to submit our response to the City of Cocoa's (the "City") Request for Proposals ("RFP") to serve as Senior Managing Underwriter for its proposed Capital Improvement Refunding Revenue Bonds, Series 2016 and Fire Special Assessment Bonds, Series 2016 bond issues. Raymond James proposes to provide the City with the public finance expertise, distribution capabilities and capital strength of a national firm and the market knowledge and agility of a regional firm. Raymond James fully understands the requirements set forth in the City's RFP and we believe that the following points not only summarize our capabilities, but also provide a solid foundation and justification for our selection by the City as its Senior Manager for its upcoming transactions.

✓ **UNMATCHED FLORIDA PRESENCE AND LOCAL COMMITMENT:** Raymond James is a multi-billion dollar, diversified financial services firm with operations around the globe. Unlike other public finance investment banking firms working throughout the State, Raymond James is headquartered in Florida and therefore provides an unmatched commitment to local Florida issuers. Raymond James currently maintains 275 offices in Florida – including our corporate headquarters in St. Petersburg. Our 1,003 retail advisors manage 274,349 client accounts for Floridians with a total value of over $59 billion. Raymond James has proven its local commitment in that we have 8 local retail offices with 31 financial advisors in Brevard County, which maintain 7,627 accounts with assets under management of over $1.47 billion. Raymond James has the ability to not only reach local retail investors through its established retail network but also utilize its strong community presence to ensure retail investors are fully educated with regards to the City's financing.

✓ **EXTENSIVE FLORIDA AND RELEVANT PUBLIC FINANCE EXPERIENCE:** Since 2013, Raymond James has underwritten 167 Florida bond issues totaling $13.4 billion. Raymond James has senior managed 58 issues totaling more than $3.7 billion in Florida over this same time period, in addition to executing billions in municipal trading volume from our St. Petersburg headquarters annually. Our role as senior manager for issuers throughout Florida, including the City of North Port, Sarasota County, Broward County, Charlotte County, Citrus County, Lake County, Miami-Dade County, Osceola County and Sumter County to name a few, demonstrates our ability to underwrite a wide variety of municipal financings and structures throughout the State.

✓ **TOP UNDERWRITER FOR MUNICIPAL FINANCINGS:** Raymond James is an industry leader in underwriting municipal financings for municipal issuers nationwide and in Florida. Raymond James has extensive underwriting experience both on a national level and within Florida. Since 2013, Raymond James has underwritten approximately 3,900 transactions totaling $245 billion in principal amount. Raymond James was once again named one of the top 10 municipal underwriters in the nation. In 2015, the Firm senior managed 820 transactions with a total par value of $16.6 billion, ranking #8 by par overall and #2 by number of transactions among the top 10 firms. Raymond James is the only firm that offers the City the combination of the highest level of comparable municipal financing experience, extensive local, statewide and national distribution capabilities and unmatched local presence and commitment to the City.

✓ **DEDICATED, EXPERIENCE AND LOCAL PERSONNEL:** Raymond James has served as either a senior manager or co-manager on more than $92.5 million of Cocoa financings since 1993. The team of professionals assigned to the City has extensive experience serving municipal clients in Florida. The financing team's skill in developing innovative financing structures, customized marketing programs, detailed rating and insurer presentations and overall deal management is the product of this experience. Mr. Jon Eichelberger and Mr. Michael Stewart, who have a combined 53 years of municipal experience with Florida local governments, will lead the financing team assigned to the City. The team will be assisted by additional qualified technical, analytical and underwriting staff.

✓ **COMPREHENSIVE DISTRIBUTION NETWORK:** Raymond James provides a national fixed income distribution network with both retail and institutional sales offices throughout the U.S that serve 2.5 million customer accounts. With 2,573 office locations and more than 7,630 financial advisors, we have one of the largest retail distribution networks in the country by number of locations and registered representatives, which will commit their efforts to the debt issues of the City. Raymond James will draw upon this wide-ranging retail network to provide local investors access to the City's bonds and help it achieve the lowest possible borrowing cost. Raymond James covers the entire spectrum of retail investors, not only high net worth individuals, to allow for increased retail participation. Our municipal institutional sales and trading force is among the largest in the nation, and these professionals have well established relationships with the major institutional investors and bond funds. In addition, they cover many smaller and regional investors often overlooked by other firms. Access to these second tier institutional investors will allow Raymond James to maximize the distribution and pricing efficiency of the City's bonds.

With 5,180 employees and a payroll of over $614 million in Florida, serving issuers in the State like the City of Cocoa is important to us and we assure you that by selecting Raymond James, you will receive the highest level of professional service, knowledge and execution. We are confident that we will exceed the City's expectations in providing the highest levels of service and performance. Please do not hesitate to contact us if you have any questions.

Respectfully submitted,

RAYMOND JAMES & ASSOCIATES, INC.



Jon Eichelberger
Raymond James & Associates, Inc.
Managing Director
(407) 644-3173

ROSS, SINCLAIRE & ASSOCIATES, LLC



Michael Stewart
Ross, Sinclaire & Associates, LLC
Investment Banker
(513) 381-3939

City of Cocoa, Florida

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Appendix C: Financing Schedules

Appendix D: Required Forms

TAB 1: FIRM'S INTRODUCTION

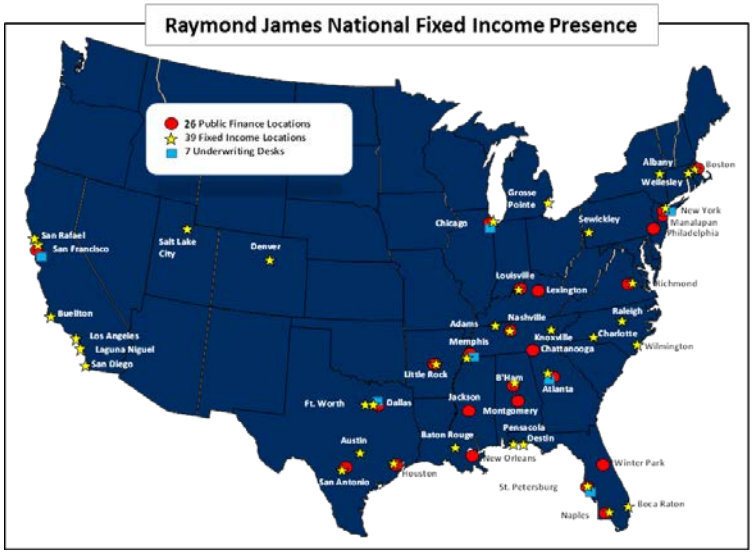
Firm Overview: Raymond James Financial, Inc. is a diversified holding company founded in 1962 and headquartered in St. Petersburg, Florida that provides financial services to individuals, corporations and municipalities through its subsidiary companies. Our primary business services include securities brokerage, investment banking, asset management and banking services. Since its modest beginnings, the Firm has grown into one of the largest financial services firms in the United States, with 14,000 employees and record annual net revenues and net income for fiscal year 2015. ***Raymond James has delivered 112 consecutive quarters of profitability.*** The subsidiaries of Raymond James include Raymond James & Associates, Inc., whose services include retail, institutional equity and fixed income sales, investment banking, trading activities, and operations and administration, as well as two investment firm subsidiaries, Raymond James Financial Services, Inc. and Raymond James Ltd., and asset management subsidiaries, including Eagle Asset Management, Inc. and the Eagle Family of Mutual Funds. This allows the Firm to provide a full range of comprehensive financial services to its clients.

Raymond James has over 7,630 financial advisors serving more than 2.5 million accounts in 2,573 retail locations with total retail assets of $407 billion.

While at a prior firm, Michael Stewart served as the City's lead banker for the Series 2009 A, B & C and 2010 Water and Sewer System Revenue Bonds. As a co-manager, Mr. Stewart has been involved in the City's Series 1999, 1997 and 1993 A&B Water and Sewer System Improvement and Refunding Bonds. Mr. Stewart joined RSA in January 2014. RSA is a full-service investment banking, securities brokerage and asset management firm dedicated to providing long-term superior results. Along with our Cincinnati headquarters, RSA has 14 offices in ten states: Ohio, Kentucky, California, Illinois, Indiana, Massachusetts, New Jersey, Pennsylvania, Missouri, and Tennessee. RSA specializes in multiple disciplines within investment banking and financial services, including: Municipal Finance, Corporate Finance and Institutional Sales and Trading. RSA was incorporated in Ohio on November 1, 1989, and is structured as a Limited Liability Corporation (LLC) with three equity partners. Its Primary place of business is 700 Walnut Street, Suite 600, Cincinnati, Ohio, 45202.

Public Finance: Over the past 30 years, Raymond James has proven its commitment to the public finance arena by continuing the significant growth of the practice as many of our competitors have downsized or closed their public finance operations all together. With the acquisition of Morgan Keegan in 2012, the Firm added significant personnel and resources to its public finance efforts nationwide, with 186 professionals in 26 locations. Raymond James maintains three Florida Public Finance offices located in St. Petersburg, Winter Park, and Naples. ***The public finance and underwriting for this engagement will be primarily handled from our Winter Park and St. Petersburg offices.***

Members of the Public Finance staff possess a wide range of experience in utility, general obligation, health care, higher education, housing, tax increment, lease, appropriation, short term and other specialized financing techniques for tax-exempt issuers. The Public Finance team operates in conjunction with other Raymond James Financial subsidiaries in providing comprehensive underwriting, lending and financial advisory services to local governments, non-profit entities and other governmental agencies throughout the country.



Raymond James has extensive underwriting experience both on a national level and within Florida. Since 2013, Raymond James has underwritten approximately 3,900 transactions totaling $245 billion in principal amount. ***Raymond James was once again named one of the top 10 municipal underwriters in the nation. In 2015, the Firm senior managed 820 transactions with a total par value of $16.6 billion, ranking #8 by par overall and #2 by number of transactions among the top 10 firms.***

2015 National Municipal New Issues
Full Credit to Bookrunner (Based on Par)

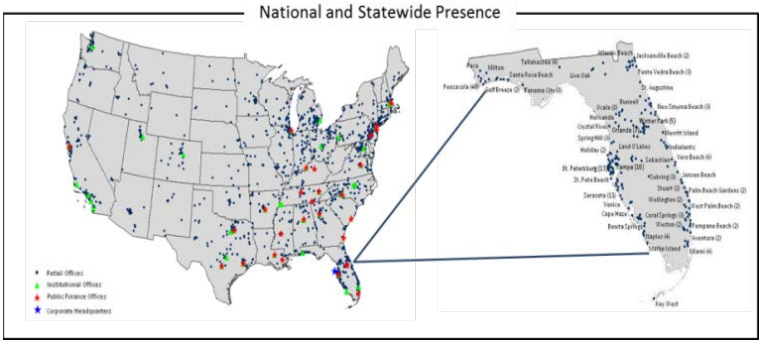
Rank	Underwriter	Par Amount	No. of
1	BofA Merrill Lynch	$49,651.5	468
2	Citi	42,944.5	484
3	J P Morgan	41,170.9	392
4	Morgan Stanley	31,646.1	430
5	Wells Fargo	25,014.7	308
6	RBC Capital Markets	24,564.9	722
7	Stifel Nicolaus	17,528.3	889
8	**Raymond James**	**16,625.5**	**820**
9	Barclays	16,031.7	141
10	Piper Jaffray	14,912.1	715

2015 National Municipal New Issues
Full Credit to Bookrunner (Based on Number of Issues)

Rank	Underwriter	Par Amount	No. of
1	Stifel Nicolaus	$17,528.3	889
2	**Raymond James**	**16,625.5**	**820**
3	RBC Capital Markets	24,564.9	722
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8	J P Morgan	41,170.9	392
9	Wells Fargo	25,014.7	308
10	Barclays	16,031.7	141

Source: Thomson Reuters SDC, as of 12/31/2015

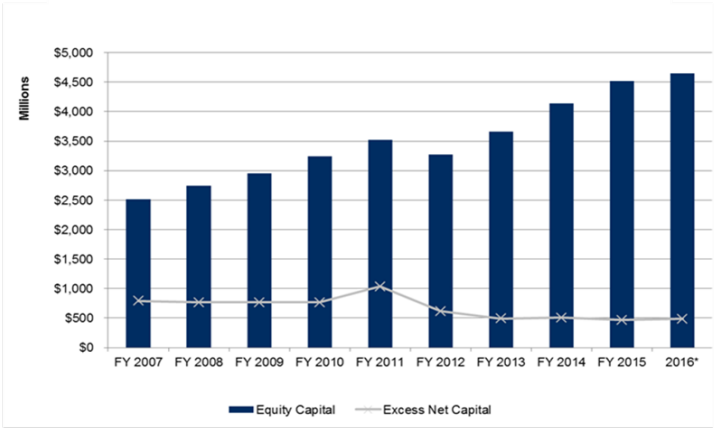
National and Statewide Presence



Florida Presence and Commitment: Raymond James is dedicated to maintaining a strong presence in the State of Florida and providing our clients the same execution to which they have been accustomed. Raymond James is headquartered in Florida and has been in business in Florida since 1962. Also, the City's bond sales effort will be supported by our five institutional fixed income sales locations in Florida (Boca Raton, Destin, Naples, Pensacola and St. Petersburg) providing local sales coverage that few firms can match. Additionally, we have an underwriting desk in St. Petersburg and public finance offices in St. Petersburg, Naples and Winter Park. Lastly, our firm has extensive retail coverage throughout Florida gives the City access to local capital that can be highly beneficial when it is time to enter the market. As the adjacent map indicates, we have a large presence in Florida and are dedicated to the State.

Raymond James' Capital Position: Raymond James' Total Capital is $17.3 billion as of the quarter ending 12/31/2015. Of this, over $4.6 billion is Equity Capital and $390.7 million is Excess Net Capital. This capital can be used by either our Equity Capital Markets Group or our Fixed Income Group. Raymond James has an underwriting limit of $1.5 billion allocated to the Fixed Income Group, of which $500 million is allocated to the Municipal Securities Division for both primary and secondary inventory.

Raymond James' Historical Capital



Fiscal Year	Total Capital	Equity Capital	Excess Net Capital	Capacity to Underwrite
2012	$11,950,366,000	$3,268,940,000	$494,352,486	$7,062,178,371
2013	$13,021,233,000	$3,662,924,000	$393,876,731	$5,626,810,443
2014	$14,214,037,000	$4,141,236,000	$406,172,506	$5,802,464,371
2015	$16,467,872,000	$4,522,031,000	$371,769,502	$5,310,992,886
2016*	$17,323,503,000	$4,646,814,000	$390,741,271	$5,582,018,157

** as of December 31, 2015*

Ross, Sinclaire & Associates Capital Position: RSA's Total Capital is $17.1 million as of the year ending 2015. Of this, over $15 million is Equity Capital and $6.3 million is Excess Net Capital. RSA has an underwriting limit of $175 million per transaction.

Raymond James' Financing Team

The financing team that will work with the City on the proposed financing is experienced in all aspects of the underwriting process. The primary contacts will be Mr. Jon Eichelberger and Mr. Michael Stewart, who have extensive experience serving the entire gamut of municipal issuers on a variety of financing types including extensive direct experience with a variety of financings and credits for Florida local governments. The banking team will be responsible for management and execution of the transaction. The banking team will be assisted in various aspects of the financing process by numerous experienced professionals, whose specific areas of expertise and responsibilities are described herein. Although each of the individuals listed below have other clients and financing responsibilities, the City will have access to them throughout the engagement and can rest assured that we will work as hard as is necessary to complete the financing in the most cost effective and efficient manner possible.

Underwriting & Distribution	Investment Banking	Technical & Analytical Support
Parker Colvin *Managing Director* *Raymond James* *Chicago, IL* Florida Underwriter	**Jon Eichelberger** *Managing Director* *Raymond James* *Winter Park, FL* Primary Banking Coverage **Michael Stewart** *Investment Banker* *Ross Sinclaire* *Cincinnati, OH* Banking Support **Alex Stillpass** *Investment Banker* *Ross Sinclaire* *Cincinnati, OH* Banking Support	**Frank Leto** *Analyst* *Raymond James* *St. Petersburg, FL* Analytical Support

The entire financing team is dedicated to this financing and has both the capacity and ability to provide the City with the highest level of professionalism and service. At the time of sale, the City will have the choice of pricing and underwriting the transaction from any of the Firm's seven underwriting desks including Chicago, New York and St. Petersburg. Regardless of where the bond issue is originated, our team will be working together to assure the City's transaction is successfully priced. Mr. Eichelberger and/or Mr. Stewart will attend the City's official meetings. Frank Leto, Analyst will assist in day-to-day coverage and provide deal support for the City. Parker Colvin, Managing Director, will serve as the underwriter for the City's financing. Raymond James' team will be available at all times for meetings and conference calls to serve the City. Please refer to ***Appendix A*** for the team members' brief resumes.

References

Robert Clinger
Finance Director
City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
Office: 386.878.8555
rclinger@deltonafl.gov

Mike Hollingsed
Treasurer
Orlando Utilities Commission
100 West Anderson Street
Orlando, FL 32802
Office: 407.434.2171
mhollingsed@ouc.com

Yvonne McDonald
Finance Director
City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32907
Office: 321.953.8937
yvonne.mcdonald@palmbayflorida.com

TAB 2: EXPERIENCE

Raymond James has substantial experience in structuring, marketing and pricing a variety of credits and structures nationwide, having been involved in the refunding of approximately $118.96 billion of municipal issuance nationwide since 2014. Additionally, Raymond James participated in more than $228 million of Special Assessment issuance over the same timeframe. Raymond James has solid underwriting experience in Municipal financing and Refunding issues. With this consistent participation in the primary municipal market, Raymond James bankers and underwriters maintain in-depth and up-to-date knowledge of market developments, credit considerations and investor preferences. Our team will work with the City and its advisors to determine the optimal structure based on the specifics of each financing. The tables below summarize Raymond James national refunding and Special Assessment experience since January 1, 2014. Please refer to ***Appendix B*** for an itemized list of the Special Assessment figures summarized numbers below.

Raymond James National Refunding Underwriting Experience 2014 – Present		
	# of Deals	**Par Amount ($ Billions)**
Senior Managed	606	$23.02
Co-Managed	672	$95.94
Average Gross Spread	5.16	
Median Gross Spread	4.95	
Average TIC	2.37	
Median TIC	2.40	

Raymond James National Special Assessment Underwriting Experience 2014 – Present		
	# of Deals	**Par Amount ($ Mils)**
Senior Managed	20	$141.41
Co-Managed	5	$87.03

Credit Ratings

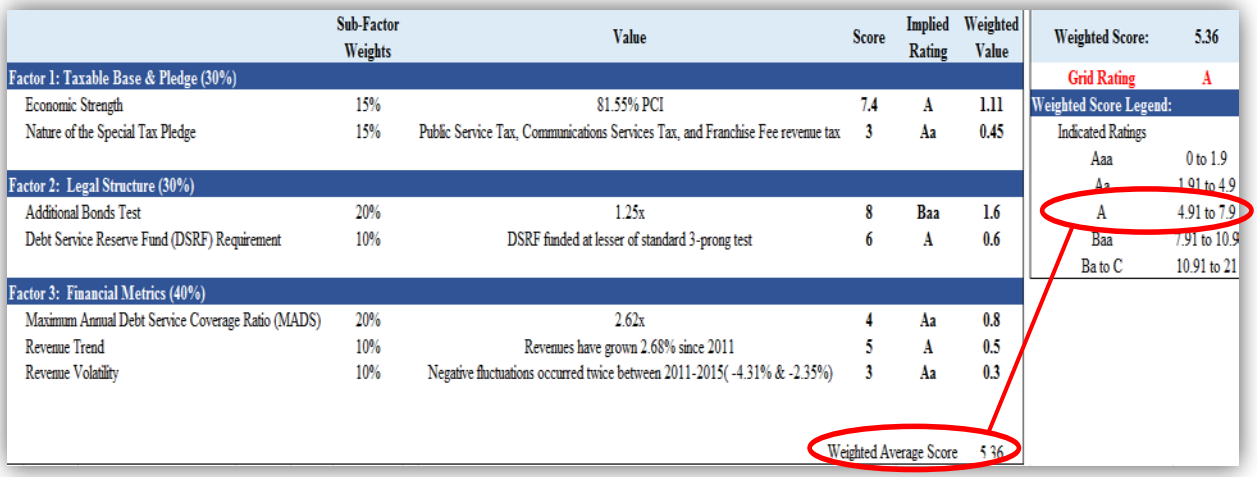
The City's Capital Improvement Revenue Bonds are considered Special Tax Bonds and the City's Fire Assessment Bonds are considered to be Non-ad valorem special assessment bonds. Currently, the City does not have a published underlying rating for either series of bonds. We recommend at least one published rating from Moody's, Standard & Poor's or Fitch, for each series of bonds. Moody's and S&P have provided underlying ratings for the City's Water and Sewer Revenue Bonds since 1997 and the City has continued to keep these ratings current. We recommend engaging Moody's or S&P to provide a rating for both of the City's upcoming transactions. As an example, we have outlined the approach we would take with Moody's below.

Moody's Rating Strategy (Capital Improvement Revenue Bonds)

Moody's calculates a variety of ratios to evaluate the financial and credit strength of rated institutions over time. Although, the basis for the quantitative component or Moody's analysis is data provided in a City's audited financial statement, Moody's typically makes a standard set of adjustments in line with their rating methodology.

Moody's approach to rating special tax bonds incorporates a scoring grid ("Scorecard") based on key factors and sub-factors considered in the rating committee process. The key factors and specific weights for each are: (1) Taxable Base and Pledge (30%); Legal Structure (30%); and Financial Metrics (40%).

The following table summarizes the City's key Taxable Base and Pledge, Legal Structure and Financial Metrics ratios based on Moody's methodology for the Capital Improvement Revenue Bonds. On the left side of the table, each sub-factor's numeric value is multiplied by its assigned weight and then summed to produce a composite weighted average score. This score is then mapped to the ranges specified to the right in the table. A corresponding alpha-numeric rating is determined based on where the total score falls within the ranges.



	Sub-Factor Weights	Value	Score	Implied Rating	Weighted Value
Factor 1: Taxable Base & Pledge (30%)					
Economic Strength	15%	81.55% PCI	7.4	A	1.11
Nature of the Special Tax Pledge	15%	Public Service Tax, Communications Services Tax, and Franchise Fee revenue tax	3	Aa	0.45
Factor 2: Legal Structure (30%)					
Additional Bonds Test	20%	1.25x	8	Baa	1.6
Debt Service Reserve Fund (DSRF) Requirement	10%	DSRF funded at lesser of standard 3-prong test	6	A	0.6
Factor 3: Financial Metrics (40%)					
Maximum Annual Debt Service Coverage Ratio (MADS)	20%	2.62x	4	Aa	0.8
Revenue Trend	10%	Revenues have grown 2.68% since 2011	5	A	0.5
Revenue Volatility	10%	Negative fluctuations occurred twice between 2011-2015(-4.31% & -2.35%)	3	Aa	0.3
			Weighted Average Score		5.36

Weighted Score:	5.36
Grid Rating	A
Weighted Score Legend:	
Indicated Ratings	
Aaa	0 to 1.9
Aa	1.91 to 4.9
A	4.91 to 7.9
Baa	7.91 to 10.9
Ba to C	10.91 to 21

Based on Moody's own methodology, the City's grid rating, the Capital Improvement Revenue Bonds score at the very top end of the "A" rating category, right on the cusp of the "Aa" rating category. The scorecard derived rating may differ from the assigned public rating, but it is intended to result within two notches of the actual rating.

Taxable Base and Pledge: The City's economic strength, measured by per capita income (PCI) to the national median, is in the "A" category with PCI at 81.55% of the national median. The Public Service Tax (PST), Communications Services Tax (CST) and Franchise Fee revenues pledged are in the "Aa" category. While the taxes are not broad enough to warrant the highest grade, pledged revenues, which have averaged more than $3.5 million per year since 2009, have proven to be stable. There are state and local components to the CST and on a combined basis Florida has one of highest average wireless tax rates in the U.S. Florida's high CST rate (22.8%) makes the tax distortionary when compared to general sales tax rates (6.0%). Switching to prepaid calling, which is taxed at the much lower state sales tax rate, has become increasingly attractive to Floridians. The City's CST revenues have slowly decreased from $1.02 million in 2009 to $665,150 in 2015.

Legal Structure: The additional bonds test (ABT) of a minimum 1.25x coverage is in the higher range of Moody's rating criteria (1.0x – 1.25x) for the "Baa" category. The debt service reserve for the capital improvement revenue bonds is currently funded pursuant to the three-prong test.

Financial Metrics: Recent debt service coverage on the outstanding Series 2007 Bonds has been moderate, ranging from 3.37 in FY 2011 to 2.62 in FY 2015. This level of debt service coverage places the City just above the minimum criteria for the "Aa" category.

	2009	2010	2011	2012	2013	2014	2015
Pledged Revenues	3,715,142	3,579,067	3,477,263	3,327,267	3,485,682	3,403,911	3,570,471
Debt Service	1,032,953	1,027,718	1,031,221	1,028,688	1,039,451	1,154,363	1,364,312
Coverage	3.60	3.48	3.37	3.23	3.35	2.95	2.62

The revenue trend has been relatively positive to stable increasing 2.68 percent since FY 2011. Annual Debt Service has increased slightly over that time horizon resulting in a decline of the aforementioned debt service coverage ratio. 2015 revenues totaled $3.570 million.

Moody's Rating Strategy (Fire Assessment Revenue Bonds)

Even though the City's Fire Assessment Revenue Bonds will be backed by the imposition of non-ad valorem special assessments, the credit analysis will be similar to how Moody's evaluates the security underpinning a general obligation pledge. The methodology identifies various measures of broad rating factors such as economy/tax base, finances, management and debt/pensions.

The following table summarizes the City's key factors based on Moody's methodology. On the left side of the table, each sub-factor's numeric value is multiplied by its assigned weight and then summed to produce a composite weighted average score. This score is then mapped to the ranges specified to the right in the table. A corresponding alpha-numeric rating is determined based on where the total score falls within the ranges.

	Sub-Factor Weights	Value	Score	Implied Rating	Weighted Value
Factor 1: Economy/Tax Base (30%)					
Tax Base Size: Full Value	10%	817,570,738	3	A	0.30
Full Value Per Capita	10%	44,644	3	A	0.30
Socioeconomic Indices: MFI	10%	77.50%	3	A	0.30
Factor 2: Finances (30%)					
Fund Balance as % of Revenues	10%	63.66%	1	Aaa	0.10
5-Year Dollar Change in Fund Balance as % of Revnues	5%	39.55%	1	Aaa	0.05
Cash Balance as % of Revenues	10%	47.50%	1	Aaa	0.10
5-Year Dollar Change in Cash Balance as % of Revenues	5%	26.88%	1	Aaa	0.05
Factor 3: Management (20%)					
Institutional Framework	10%	Moderate	3	A	0.30
Operating History: 5-Year Avg of Operating Rev/Operating Exp	10%	1.44	1	Aaa	0.10
Factor 4: Debt/Pensions (20%)					
Net Direct Debt / Full Value	5%	1.22%	2	Aa	0.10
Net Direct Debt / Operating Revenues	5%	17.78%	1	Aaa	0.05
3-Year Average of Moody's Adj Net Pension Liability/Full Value	5%	1.84%	2	Aa	0.10
3-Year Average of Moody's Adj Net Pension Liability/Operating Revs	5%	26.13%	1	Aaa	0.05
				Weighted Average Score	1.90

Weighted Score:	1.90
Grid Rating	Aa2
Weighted Score Legend:	
Indicated Ratings	
Aaa	0.5 to 1.5
Aa1	1.5 to 1.83
Aa2	1.83 to 2.17
Aa3	2.17 to 2.5
A1	2.5 to 2.83
A2	2.83 to 3.17
A3	3.17 to 3.5
Baa1	3.5 to 3.83
Baa2	3.83 to 4.17
Baa3	4.17 to 4.5
Ba1	4.5 to 4.83
Ba2	4.83 to 5.17
Ba3	5.17 to 5.5
B1	5.5 to 5.83
B2	5.83 to 6.17
B3 and below	6.17 to 6.5

Economy/Tax Base: As mentioned earlier, the City's economic strength, measured by the City's tax base of $817.6 million, full value per capita of $44,644 and the City's "Wealth" measured by per capita income (PCI) to the national medians, is in the "A" category.

Finances: The City's liquidity ratios such as Fund Balance as a percentage of operating revenues along with Fund Balance Trend combined with Unrestricted Cash Balances as a percentage of operating revenues and Cash Balance Trend are in Moody's top rating category.

Management: The City has the authority to assess up to 50% of the fire protection services portion of the Fire Department budget. Given this, the City's Operating Revenue Flexibility will likely be deemed "Moderate." However, it's important to note that the City's five year average of operating revenues to operating expenses ratio is 1.44 putting it in the highest rating category.

Debt/Pensions: The City's leverage ratios are attractive with Debt to Revenue of 17.8% and Adjusted Net Pension Liability to Revenues of 26.1%. The City's Debt and Adjusted Net Pension Liability versus Full Value fall within the "Aa" category.

The scorecard metrics are intentionally limited to major rating drivers that are common to most issuers. Outside of these drivers, Moody's may adjust the grid score for a variety of "below-the-line" adjustments. The scorecard score is a guideline for discussion, but does not determine the final rating. Given the implied "Aa2" general obligation rating, we feel that the City's Fire Assessment Revenue Bonds would be rated one to two notches below between an "A1" to "Aa3" underlying rating.

Use of Bond Insurance

Credit enhancement has historically been a useful tool for municipal market participants. Following the financial crisis of 2008, the value of credit enhancements has changed significantly. The once prolific bond insurance industry has been reduced to just three participants: Assured Guaranty (AGM), Municipal Assurance Corp. (MAC, wholly owned by AGM) and Build America Mutual (BAM). None of the insurers are rated 'AAA' by a nationally recognized rating agency, which was a hallmark of the pre-crisis municipal insurance market.

The amount of benefit that credit enhancement will provide, if any, will depend on the underlying ratings of the deal, the premium charged by the insurer, and the trading spread between uninsured and insured debt at the time of issuance. Raymond James has based our bond insurance analysis on the insured interest rate levels provided above, assuming the use of BAM insurance and a 25 basis point premium.

For the City's Fire Special Assessment financing, with an estimated underlying rating of A3 as referenced in the RFP, we do see some added value for the transactions by obtaining credit enhancement for a portion of the transaction. Based on current market conditions and our interest rate assumptions reflected in the table below, the aggregate bond insurance breakeven premium is 74 basis points for the Fire Special Assessment bonds, any lower premium will provide the City with additional economic benefit, if the entire issue were insured. Based on our credit discussion earlier with respect to the Moody's rating strategy, if the Fire Special Assessment bonds were to achieve an underlying rating of Aa3 we would not see any additional benefit through the addition of bond insurance.

With respect to the Capital Improvement Bonds, assuming an underlying rating of A1, current market conditions and our interest rate assumptions reflected below, the aggregate bond insurance breakeven premium is 40 basis points, with any lower premium will provide the City with additional economic benefit, if the entire issue were insured.

Based on the current market for bond insurance, we believe that the City may potentially be able to secure bond insurance at levels cheaper than this assumed premium level. The analysis presented below provides a maturity-by-maturity evaluation of the economics of bond insurance. We will continue to monitor the market in order to effectively analyze this option at the time of any future pricing.

Bond Insurance- Fire Special Assessment

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016
Insurance Breakeven Analysis

Dated Date	9/30/2016
Settlement Date	9/30/2016
First Coupon Date	4/1/2017

								Insurance Cost		Insurance Benefit			
Maturity	Principal	Term	Ins Prem	Insured Coupon	Uninsured Coupon	Insured Yield	Uninsured Yield	Yield	YTM	Yield	YTM	Value of Insuring	B/E Prem
10/1/2018	160	Serial	0.250	3.000	3.000	0.970	1.020	0.131	-	(0.081)	-	(262.85)	0.0952755
10/1/2019	165	Serial	0.250	3.000	3.000	1.140	1.190	0.089	-	(0.039)	-	(199.09)	0.1394389
10/1/2020	170	Serial	0.250	3.000	3.000	1.310	1.360	0.069	-	(0.019)	-	(134.44)	0.1794509
10/1/2021	175	Serial	0.250	4.000	4.000	1.480	1.530	0.058	-	(0.008)	-	(77.08)	0.2133136
10/1/2022	180	Serial	0.250	4.000	4.000	1.620	1.690	0.050	-	0.020	-	212.13	0.3451304
10/1/2023	190	Serial	0.250	4.000	4.000	1.760	1.830	0.045	-	0.025	-	333.83	0.3874664
10/1/2024	195	Serial	0.250	4.000	4.000	1.890	1.960	0.041	-	0.029	-	449.49	0.4249642
10/1/2025	205	Serial	0.250	4.000	4.000	2.040	2.120	0.038	-	0.042	-	758.05	0.5227514
10/1/2026	215	Serial	0.250	4.000	4.000	2.190	2.270	0.035	-	0.045	-	914.61	0.5549560
10/1/2027	220	Serial	0.250	4.000	4.000	2.320	2.400	0.037	0.034	0.043	0.046	892.16	0.5325978
10/1/2028	230	Serial	0.250	4.000	4.000	2.430	2.480	0.038	0.033	0.012	0.017	241.21	0.3209219
10/1/2029	240	Serial	0.250	4.000	4.000	2.530	2.630	0.040	0.032	0.060	0.068	1,334.87	0.6177180
10/1/2030	250	Serial	0.250	4.000	4.000	2.670	2.770	0.042	0.032	0.058	0.068	1,333.47	0.5935475
10/1/2031	260	Serial	0.250	4.000	4.000	2.720	2.820	0.043	0.032	0.057	0.068	1,348.16	0.5755850
10/1/2032	270	Serial	0.250	3.000	3.000	2.950	3.050	0.043	0.029	0.057	0.071	1,850.10	0.7161759
10/1/2033	280	Serial	0.250	3.000	3.000	3.000	3.100	0.028	-	0.072	-	2,597.49	0.8701507
10/1/2034	285	Serial	0.250	3.000	3.000	3.050	3.150	0.028	-	0.072	-	2,754.10	0.8837184
10/1/2035	295	Serial	0.250	3.000	3.000	3.100	3.200	0.027	-	0.073	-	2,953.12	0.8942201
10/1/2036	305	Serial	0.250	3.000	3.125	3.150	3.250	0.027	-	0.073	-	3,206.53	0.9017869
10/1/2041	1,675	Term 1	0.250	3.125	3.250	3.300	3.400	0.025	0.025	0.075	-	18,634.49	0.8905976
10/1/2046	1,960	Term 2	0.250	3.250	3.375	3.350	3.450	0.025	0.025	0.075	-	25,077.21	0.9123847

Bond Insurance- Capital Improvement

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016
Insurance Breakeven Analysis

Dated Date	9/30/2016
Settlement Date	9/30/2016
First Coupon Date	4/1/2017

								Insurance Cost		Insurance Benefit			
Maturity	Principal	Term	Ins Prem	Insured Coupon	Uninsured Coupon	Insured Yield	Uninsured Yield	Yield	YTM	Yield	YTM	Value of Insuring	B/E Prem
10/1/2018	285	Serial	0.250	4.000	4.000	0.920	0.950	0.131	-	(0.101)	-	(594.04)	0.0574015
10/1/2019	300	Serial	0.250	4.000	4.000	1.090	1.120	0.090	-	(0.060)	-	(562.05)	0.0830275
10/1/2020	310	Serial	0.250	4.000	4.000	1.240	1.290	0.070	-	(0.020)	-	(260.68)	0.1775692
10/1/2021	320	Serial	0.250	4.000	4.000	1.380	1.430	0.058	-	(0.008)	-	(134.54)	0.2149801
10/1/2022	335	Serial	0.250	5.000	5.000	1.510	1.560	0.051	-	(0.001)	-	(26.92)	0.2438201
10/1/2023	350	Serial	0.250	5.000	5.000	1.650	1.700	0.045	-	0.005	-	110.10	0.2733052
10/1/2024	370	Serial	0.250	5.000	5.000	1.780	1.840	0.041	-	0.019	-	565.27	0.3592501
10/1/2025	390	Serial	0.250	5.000	5.000	1.940	1.990	0.038	-	0.012	-	410.97	0.3227277
10/1/2026	410	Serial	0.250	5.000	5.000	2.090	2.150	0.036	-	0.024	-	986.06	0.4106286
10/1/2027	430	Serial	0.250	5.000	5.000	2.220	2.300	0.038	0.035	0.042	0.045	1,810.43	0.5225338
10/1/2028	450	Serial	0.250	4.000	4.000	2.380	2.460	0.038	0.033	0.042	0.047	1,762.28	0.5155018
10/1/2029	465	Serial	0.250	4.000	4.000	2.480	2.560	0.040	0.033	0.040	0.047	1,742.45	0.4973321
10/1/2030	485	Serial	0.250	4.000	4.000	2.570	2.650	0.041	0.032	0.039	0.048	1,730.62	0.4794530
10/1/2031	505	Serial	0.250	4.000	4.000	2.670	2.750	0.043	0.031	0.037	0.049	1,716.63	0.4630928
10/1/2032	525	Serial	0.250	4.000	4.000	2.740	2.820	0.044	0.031	0.036	0.049	1,706.31	0.4487501
10/1/2033	545	Serial	0.250	4.000	4.000	2.790	2.870	0.045	0.030	0.035	0.050	1,700.85	0.4362807
10/1/2034	570	Serial	0.250	3.000	3.000	3.000	3.050	0.027	-	0.023	-	1,727.39	0.4473784
10/1/2035	585	Serial	0.250	3.000	3.000	3.050	3.100	0.027	-	0.023	-	1,851.29	0.4522053
10/1/2036	605	Serial	0.250	3.000	3.000	3.100	3.150	0.027	-	0.023	-	1,995.67	0.4568512
10/1/2037	615	Serial	0.250	3.000	3.000	3.150	3.200	0.027	-	0.023	-	2,098.83	0.4600992

Underwriter's Counsel

Raymond James would propose using either Broad & Cassel or Marchena & Graham, PA as underwriter's counsel for this transaction.

BROAD AND CASSEL
ATTORNEYS AT LAW

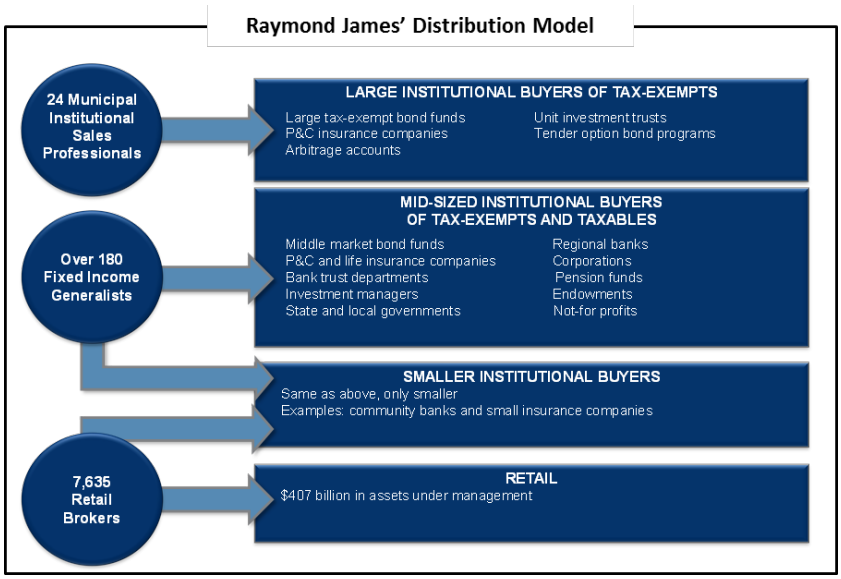
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TAB 3: UNDERWRITING CAPABILITIES

Distribution Capabilities. Throughout the City's selection process, we believe the City would benefit the most from determining which firms can produce a value-added sales effort. As a top investment bank with a national presence and a comprehensive fixed income platform, we believe our firm can deliver execution via a proven distribution model. Raymond James' strength is our extensive distribution network covering mid-sized and small accounts which other, larger firms tend to overlook, supported by a vast retail network. These accounts know the City, but most have not had primary market access to the City's bonds. Raymond James can provide our middle market presence with strong retail participation in addition to reaching large institutional investors. In selecting Raymond James, the City may gain pricing execution that is less reliant on large institutional buyers.

Distribution Model. Adding Raymond James to the underwriting team gives the City two advantages: increased middle markets participation and retail depth. Middle market investors tend to invest only in credits that they are familiar with, have easy access to the issuer's bonds and a liquid market they can tap into for the bonds. Our finance team will educate our middle market investors on the quality of the City's bonds. Selection of Raymond James to the underwriting team may include City's traditional buyer base but may also place more emphasis on middle market investors which the City can use as an edge to create pricing leverage on financings. Furthermore, our institutional investor base is supported by an extensive retail distribution system both within the State of Florida and nationwide. These investors can help support a transaction even in the most difficult markets.



Why Our Platform Adds Value. Our distribution model is different. Many firms focus on the large institutional investors that buy large blocks of bonds and assist the senior manager in easily completing a transaction. In order to purchase large blocks of bonds, these investors require a pricing premium. The Raymond James platform does not look to these investors first. Instead, our sales process builds on demand from the smaller and middle market investors who rarely see large, highly-rated transactions in the primary market. By increasing and broadening investor demand, this strategy allows the City to capture full value for its bonds and widely market its bonds to investors in order to reduce capital costs. Additionally, a large middle market order book may arouse demand from the larger institutions in the recognition that an active secondary market exists for the bonds. An active secondary market entices the larger investors to accept more aggressive pricing levels as the bonds now carry additional liquidity value.

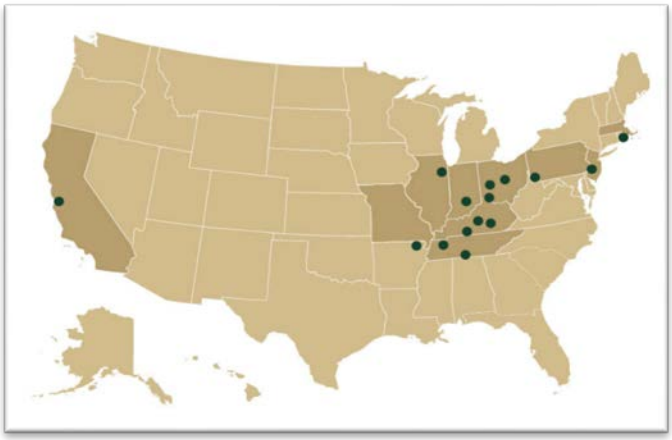
Institutional Sales Force. Raymond James has one of the largest institutional sales forces in the country with over 200 institutional salespeople located throughout the United States who focus on large (Tier 1), mid-sized (Tier 2), and small (Tier 3) investors, that are defined as accounts with greater than $1 billion managed, greater than $500 million but less than $1 billion managed, and less than $500 million managed, respectively.

Similar to other full service firms, Raymond James enjoys strong relationships with large institutional investors. Within our 200+ institutional sales force that focuses on tax-exempt and taxable transactions are 24 senior members of our sales force, known as the Dedicated Municipal Group, that sell municipal products

to top-tier institutional buyers nationwide. Raymond James' Dedicated Municipal Group is one of the largest sales groups calling on Tier 1 accounts.

RSA has a regional and national based sales force and provides coverage of the complete range of potential investors. In order to ensure optimal marketing and distribution performance, we approach securities marketing on a local, regional and national basis:

- Eight municipal salespeople covering Tier I, II and III investors
- 13 municipal traders and underwriters
- Four short-term sales and trading specialists
- 38 Retail brokers in 14 different offices in 10 states



The balanced and well-honed integration of our major institutional fixed income generalists and retail sales force is depicted in the graphic above. The key to our platform is that our 180 generalists are able to sell municipal products to over 30,000 middle market investors and complete our comprehensive distribution network. Our track record of superior pricing execution is our best evidence of the value of our well-oiled distribution platform.

Generally, the majority of our sales effort for a taxable or bank-qualified bond issue would come from our middle market generalists. Our DMG sales force focuses the majority of their efforts on tax-exempt paper. All taxable bond issuances are managed by a separate underwriting team that focuses on taxable municipal bonds. Raymond James is one of the few firms to have a dedicated taxable municipal underwriting desk for over 20 years.

Retail Sales. Raymond James's institutional sales effort is supported by our Retail Brokers. Our Retail Brokers total more than 7,600 professionals located in 2,573 offices in all 50 states who currently manage approximately 2.5 million retail investor accounts with more than $407 billion in assets under management. Our Retail Brokers currently have over 274,000 accounts in Florida worth approximately $59.5 billion. This group targets high net worth individuals and medium and small-sized businesses, many incorporating fixed and variable rate municipal securities as a core holding in their portfolios. Our commitment to Florida continues to be strong with 275 offices in the State employing 5,180 professionals and a total payroll of $614 million. Subject to market conditions, we expect Florida retail investors and proxies for Florida retail to be significant purchasers of certain types of bond structures.

Ideal Structure for Raymond James. Raymond James has a flexible, full-service distribution platform that is capable of distributing bonds in the most adverse market conditions, and we support our clients with our capital. As we discuss throughout our response, this platform provides value to issuers like the City by bringing a diverse order book to an underwriting and can execute any structure prevalent in the municipal market.

Overall Marketing and Distribution Strategy. The Raymond James marketing strategy will seek to maximize in-state retail demand, target RJ's smaller and mid-sized institutional investors, and incorporate traditional national institutional buyers. Our marketing strategy begins with retail investors and middle market clients as they tend to be price takers as opposed to price setters. We believe that we can drive a more successful pricing by developing a large, diverse investor base before calling on the larger investors. By building the

order book from the "bottom up", we believe this general strategy will serve to lower the City's overall effective yield.

Attracting Retail. Raymond James would begin the marketing strategy targeting retail. In the current market, maximizing retail demand will produce the foundation for a successful pricing. Strong retail interest fosters competition for bonds among institutional and retail segments and thus, requires institutions to accept more aggressive pricing levels. Retail support establishes a liquidity value and momentum to the transaction, which means institutional investors know that they will have an active bid side from retail firms and investors if they seek to liquidate their positions. Retail marketing requires lead time. In a retail sales effort, the lines of communication between the issuer and the ultimate purchasers are more extended because individuals rely on secondary sources of information — namely, their brokers.

We believe that there are three key elements to attracting retail investors. The first way is to establish retail orders as the first priority of orders. If retail brokers have a high degree of certainty that their client's orders will be secured, they will actively market the issue. The second key to attracting a retail client involves the couponing structure. We believe a portion of the bonds could have par or near par coupons to tailor to retail preferences or certain maturities could be bifurcated and carry both retail and institutional couponing.

The result to the issuer is a pricing structure that appeals to both retail and institutional investors and generates more demand for bonds lowering the cost of capital for the City. The final element is time. Retail investors typically are less yield sensitive than their institutional counterparts, but require long marketing lead time. We usually begin the retail marketing period a week prior to sale. We recommend opening the retail order period prior to the pricing of the issue, if at that time it appears to produce lower costs. This strategy allows adequate time to reach and motivate retail investors while withholding a scale until the day prior to pricing. This plan can also be eliminated or expedited based on interest rate volatility and timing constraints.

Expanding the Scope of Retail Investors:

1) **Evaluate Structures Attractive to Retail Investors.** Survey retail managers and institutions to determine a structural preference and general impressions of the City's credits. Focus on a pricing structure that maximizes retail interest, i.e. the bonds could be bifurcated such that an individual maturity could be marketed with both retail and institutional coupon structures, resulting in a pricing structure that appeals to both types of investors and provides the lowest borrowing cost for the City. Consider pricing at par or a discount to appeal to the retail client. Depending on the market conditions at the time of pricing, the couponing strategy may need to be altered to provide the optimal structure for the City.

2) **Educate the Sales Force and Retail Network.** Utilizing our local offices in Brevard County, we can reach out to retail investors with local advertisements, broker and investor conference calls, and meetings. The goal of the retail investor roadshow is to communicate with the retail office managers so they can spread the word to our financial advisors and start the dialogue with investors early. The intention of these meetings will be to educate our retail brokers on the upcoming bond issue, to inform them of the state of the municipal bond market, gauge retail interest and begin answering questions early in the marketing process. We can make investor presentation materials available to our retail brokers that are not located in these areas, or cannot make the presentation for some reason, and also send them a list of questions and answers that have been raised during the marketing process to get them more up-to-date. The retail roadshow is designed to rally retail interest early in the process and raise awareness of the upcoming bond issue since retail traditionally requires more lead time in the marketing process. Retail investors tend to not make decisions on the fly. To facilitate a worthwhile retail marketing outreach, early release of the POS is a necessity.

3) **Utilize a Retail Order Priority.** A proirity of orders system is key to maxmizing retail participation for the City's upcoming transaction. Raymond James recommends the following priority of orders for retail invesotrs **(1) Brevard County Retail Orders; (2) Florida Retail Orders; (3) National Retail Orders.**

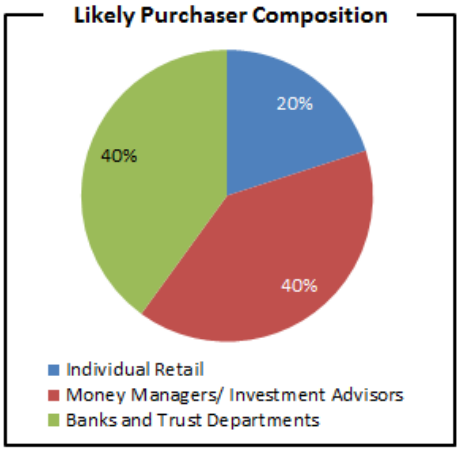
A prospective bond issuance should attempt to place as many bonds as possible with retail and middle market investors. These investors are "buy and hold" accounts who will probably accept more favorable pricing since they are not looking to resell these bonds at a quick gain. The syndicate needs to create as much competition for bonds as possible from all types of accounts. More demand and broader distribution should result in lower yields for the City.

Secondary Market Support. Secondary market support for our clients' bonds is of paramount importance to the investor community. Providing liquidity in the marketplace is essential to maintaining a sound foundation in the primary marketplace. Investors are often less willing to buy bonds, or will charge a premium, if a solid secondary market is not readily made available for that particular credit. As such, the secondary market for an issuer's bonds plays an integral role in the primary market's reception and the pricing of bonds. Raymond James has built a secondary market infrastructure that includes short, medium, and long-term municipal traders and underwriters augmented by our large institutional sales force, who make an active secondary market for our client's issues.

Likely Purchasers

For the City's prospective issue, Raymond James underwriting would seek to produce a strong order book by providing access to the City's bonds to as many accounts as possible while placing bonds in the hands of "going away" accounts or accounts that are intending to buy and hold the bonds rather than "flip" them to another investor at an immediate profit. Typically, retail and middle market investors buy bonds in the secondary market after they have been marked up by other market participants. By placing bonds directly with these accounts, the underwriting team may be able to generate a more aggressive pricing for the City's benefit.

After establishing a strong order book and momentum with the retail order period, an institutional marketing strategy should take into account both the historical City of Cocoa investors and prospective investors shown previously and capitalize on current market activity and create as much demand as possible. Raymond James envisioned investor distribution is detailed herein.



Middle Markets Focus. The primary focus of our institutional sales effort is to tap into our Middle Market Sales force to bring in smaller regional investors who may or may not have had direct access to your bonds. Account types include community banks, credit unions, money managers and insurance companies. Our sales effort would attempt to place more bonds with accounts like these and allow the City to achieve diversity in its investor base.

TAB 4: PLAN OF FINANCE

Plan of Finance

The tables below reflect Raymond James' price views for both the partially insured Fire Special Assessment Bonds and the uninsured Capital Improvement Revenue Refunding Bonds based upon the assumed underlying ratings of "A3" and "A1" from Moody's for the proposed 2016 Bonds. These price views reflect market conditions as of May 23, 2016. Raymond James' pricing approach is to remain flexible leading up to the pricing date and to allow the coupon structure to evolve as investor demand becomes clearer. Maintaining flexibility to adjust coupons or bifurcate maturities to cater to retail demand will afford the City the opportunity to extract the maximum amount of value that the market will offer.

Fire Special Assessment Rate Assumptions

Maturity	MMD Scale (5/23)	Coupon	Uninsured Spread	Uninsured Yield	Insured Spread	Insured Yield
10/1/2018	0.72	3.000	0.30	1.02	0.25	0.97
10/1/2019	0.84	3.000	0.35	1.19	0.30	1.14
10/1/2020	0.96	3.000	0.40	1.36	0.35	1.31
10/1/2021	1.08	4.000	0.45	1.53	0.40	1.48
10/1/2022	1.19	4.000	0.50	1.69	0.43	1.62
10/1/2023	1.30	4.000	0.53	1.83	0.46	1.76
10/1/2024	1.41	4.000	0.55	1.96	0.48	1.89
10/1/2025	1.54	4.000	0.58	2.12	0.50	2.04
10/1/2026	1.67	4.000	0.60	2.27	0.52	2.19
10/1/2027	1.77	4.000	0.63	2.40	0.55	2.32
10/1/2028	1.83	4.000	0.65	2.48	0.60	2.43
10/1/2029	1.88	4.000	0.75	2.63	0.65	2.53
10/1/2030	1.92	4.000	0.85	2.77	0.75	2.67
10/1/2031	1.97	4.000	0.85	2.82	0.75	2.72
10/1/2032	2.02	3.000	1.03	3.05	0.93	2.95
10/1/2033	2.07	3.000	1.03	3.10	0.93	3.00
10/1/2034	2.13	3.000	1.02	3.15	0.92	3.05
10/1/2035	2.18	3.000	1.02	3.20	0.92	3.10
10/1/2036	2.23	3.000	1.02	3.25	0.92	3.15
10/1/2041**	2.38	3.125	1.02	3.40	0.92	3.30
10/1/2046**	2.43	3.250	1.02	3.45	0.92	3.35

** Reflects "AAA" October Interpolated MMD for May 23, 2016.*
***Denotes term bond maturities*

Capital Improvement Rate Assumptions

Maturity	MMD Scale (5/23)	Coupon	Uninsured Spread	Uninsured Yield	Insured Spread	Insured Yield
10/1/2018	0.72	4.000	0.23	0.95	0.20	0.92
10/1/2019	0.84	4.000	0.28	1.12	0.25	1.09
10/1/2020	0.96	4.000	0.33	1.29	0.28	1.24
10/1/2021	1.08	4.000	0.35	1.43	0.30	1.38
10/1/2022	1.19	5.000	0.37	1.56	0.32	1.51
10/1/2023	1.30	5.000	0.40	1.70	0.35	1.65
10/1/2024	1.41	5.000	0.43	1.84	0.37	1.78
10/1/2025	1.54	5.000	0.45	1.99	0.40	1.94
10/1/2026	1.67	5.000	0.48	2.15	0.42	2.09
10/1/2027	1.77	5.000	0.53	2.30	0.45	2.22
10/1/2028	1.83	4.000	0.63	2.46	0.55	2.38
10/1/2029	1.88	4.000	0.68	2.56	0.60	2.48
10/1/2030	1.92	4.000	0.73	2.65	0.65	2.57
10/1/2031	1.97	4.000	0.78	2.75	0.70	2.67
10/1/2032	2.02	4.000	0.80	2.82	0.72	2.74
10/1/2033	2.07	4.000	0.80	2.87	0.72	2.79
10/1/2034	2.13	3.000	0.92	3.05	0.87	3.00
10/1/2035	2.18	3.000	0.92	3.10	0.87	3.05
10/1/2036	2.23	3.000	0.92	3.15	0.87	3.10
10/1/2037	2.28	3.000	0.92	3.20	0.87	3.15

** Reflects "AAA" October Interpolated MMD for May 23, 2016.*

Fire Special Assessment

Based upon the bond insurance analysis discussion earlier in our response, assuming underlying ratings of A3 and BAM insurance, the 2022 – 2046 maturities offer an economic benefit to the City through the use of bond insurance. For purposes of the new money scenario for the Fire Special Assessment Bonds, we have assumed the above pricing levels as of May 23, 2016, a delivery date of September 30, 2016, costs of issuance of $120,000, an underwriter's fee structure consistent with what is presented later in this response, no debt service reserve fund, costs of issuance totaling $120,000, utilization of bond insurance on only those maturities which offer an economic benefit to the City, and a level debt service structure with principal amortization beginning in 2018. Lastly, we have assumed that the first interest payment will occur on April 1, 2017, with principal amortization beginning on October 1, 2018. Based on these assumptions, the City could effect a new money issue on a tax-exempt basis with an All-in TIC of 3.257%. As discussed earlier in our credit analysis response, we feel that the City could realize a higher rating on the Fire Special Assessment Bonds. For purposes of illustration, if the City were to achieve an underlying rating from Moody's of Aa3, the All-in TIC of an uninsured Fire Special Assessment Bonds would be 3.193% (as reflected in the second Bond Summary Statistics table below), a savings of 6.4 basis points or a total of approximately $112,000 in gross debt service over the life of the issue. Please refer to ***Appendix C*** for detailed financing schedules for the Fire Special Assessment Bonds assuming an A3 rated, partially insured issue.

Fire Special Assessment Summary

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016
Partially Insured Scenario (A3 Underlying/BAM Insured)

Bond Summary Statistics - A3 (BAM)	
Arb Yield	3.0793%
TIC	3.1433%
All-In TIC	3.2573%

Market rates as of May 23, 2016.

Bond Summary Statistics (Aa3)	
Arb Yield	2.9859%
TIC	3.0791%
All-In TIC	3.1929%

Market rates as of May 23, 2016.

Date (10/1)	Principal	Interest	Debt Service
2017	$ -	$ 269,716	$ 269,716
2018	160,000	268,969	428,969
2019	165,000	264,169	429,169
2020	170,000	259,219	429,219
2021	175,000	254,119	429,119
2022	185,000	247,119	432,119
2023	190,000	239,719	429,719
2024	200,000	232,119	432,119
2025	205,000	224,119	429,119
2026	215,000	215,919	430,919
2027	225,000	207,319	432,319
2028	235,000	198,319	433,319
2029	240,000	188,919	428,919
2030	250,000	179,319	429,319
2031	260,000	169,319	429,319
2032	270,000	158,919	428,919
2033	280,000	150,819	430,819
2034	290,000	142,419	432,419
2035	295,000	133,719	428,719
2036	305,000	124,869	429,869
2037	315,000	115,719	430,719
2038	325,000	105,875	430,875
2039	335,000	95,719	430,719
2040	345,000	85,250	430,250
2041	355,000	74,469	429,469
2042	365,000	63,375	428,375
2043	380,000	51,513	431,513
2044	390,000	39,163	429,163
2045	405,000	26,488	431,488
2046	410,000	13,325	423,325
Total	**$7,940,000**	**$4,800,016**	**$12,740,016**

Capital Improvement Bonds

Based upon the bond insurance analysis discussion earlier in our response, assuming underlying ratings of A1 and BAM insurance, the 2023 – 2037 maturities offer an economic benefit to the City through the use of bond insurance. The following scenario assumes that the City prices the Capital Improvement using the above pricing levels as of May 23, 2016, a delivery date of September 30, 2016, costs of issuance of $120,000, an underwriter's fee structure consistent with what is presented later in this response, no debt service reserve fund, SLGS for the escrow investment, utilization of bond insurance on only those maturities which offer an economic benefit to the City and a uniform savings solution. Lastly, we have assumed that the first interest payment will occur on April 1, 2017, with principal amortization beginning on October 1, 2018. Based on these assumptions, the City could affect an advance refunding of the Series 2007 on a tax-exempt basis with an All-in TIC of 2.93%. A refunding of the Series 2007 bonds in the current market will generate total present value savings of $1.27 million (13.76% of the refunded par), which equates to approximately $79,600 in average annual savings over the life of the issue. Please refer to ***Appendix C*** for detailed financing schedules for the Capital Improvement Refunding Revenue Bonds assuming an A1 rated, partially insured issue.

Capital Improvement Summary

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016
Partially Insured Scenario (A1 Underlying/BAM Insured)

Bond Summary Statistics - A1 (BAM)	
Arb Yield	2.6174%
TIC	2.8103%
All-In TIC	2.9346%

Market rates as of May 23, 2016.

Date (10/1)	Principal	Interest	Debt Service	Prior Net D/S	Savings
2017	$ -	$ 353,279	$ 353,279	$ 421,763	$ 68,484
2018	285,000	352,300	637,300	716,763	79,463
2019	300,000	340,900	640,900	719,225	78,325
2020	310,000	328,900	638,900	716,050	77,150
2021	320,000	316,500	636,500	717,050	80,550
2022	335,000	303,700	638,700	717,394	78,694
2023	350,000	286,950	636,950	717,081	80,131
2024	370,000	269,450	639,450	720,656	81,206
2025	390,000	250,950	640,950	718,331	77,381
2026	405,000	231,450	636,450	720,331	83,881
2027	425,000	211,200	636,200	716,431	80,231
2028	450,000	189,950	639,950	716,313	76,363
2029	465,000	171,950	636,950	720,269	83,319
2030	485,000	153,350	638,350	718,069	79,719
2031	505,000	133,950	638,950	719,944	80,994
2032	525,000	113,750	638,750	720,663	81,913
2033	545,000	92,750	637,750	720,225	82,475
2034	565,000	70,950	635,950	718,631	82,681
2035	585,000	54,000	639,000	715,881	76,881
2036	600,000	36,450	636,450	716,975	80,525
2037	615,000	18,450	633,450	716,681	83,231
Total	**$8,830,000**	**$4,281,129**	**$13,111,129**	**$14,784,725**	**$1,673,597**

Capital Improvement Refunding Summary

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016
Partially Insured Scenario

Series Refunded	2007
Par Amount	$8,830,000
All-In TIC	2.935%
Arbitrage Yield	2.617%
Escrow Yield	0.658%
Negative Arbitrage	$ 183,711
Dated/Delivery Date	09/30/16
Call Date	10/01/26
Refunded Bonds	$9,265,000
PV Savings $	$1,274,696
PV Savings %	13.758%
Cashflow Savings	$1,673,597
Average Annual D/S Savings	$ 79,685

Interest rates as of 5/23/16
Assumes SLGS for escrow investments

We also note that the City has an outstanding Capital Improvement Revenue Note that was issued in 2014 that financed the City's purchase of three fire trucks. The draft 2015 CAFR states that the Note bears interest at a fixed rate of 2.20%. While we can't quantify economics without the underlying detail on the prepayment provision, if any, attached to the 2014 Note, we believe that current market rates may offer the

City a potential economic benefit through refunding the note in the event that the prepayment option is favorable for the City.

Open Market Securities ("OMS") vs. SLGS

Using market conditions as of May 23, 2016, our analysis indicates that the City could potentially realize approximately $14,000 in additional benefit by using OMS in the escrow compared to SLGS. It is important to note that there is a fair amount of volatility in the current market. A benefit that may be achievable today by employing the use of OMS vs. SLGS can quickly dissipate from day-to-day and, in some cases, hour-to-hour. The message here is you never know what the market can give you on the day of pricing. We would recommend that the City position itself to take bids on the day of pricing to determine if any additional benefit can be unlocked through the OMS bidding process. Even when the estimated value for several days prior to pricing may not be very appealing, all it takes it one weak domestic economic number or some external event to cause a sell-off that can produce a benefit which makes the process worthwhile.

Fee Proposal

Raymond James' fee proposal below, including takedown by maturity, average takedown and detailed underwriting expenses, is broken out assuming Raymond James serves as the sole manager for the City's Capital Improvement Refunding Revenue Bonds Series 2016 and the Fire Special Assessment Bonds Series 2016 Bonds assuming the issue is structured as reflected in the scenarios detailed earlier in our response.

Fire Special Assessment Fee Proposal

Fee Proposal	Per Bond	Total
TOTAL UNDERWRITER'S DISCOUNT	**$5.6536**	**$ 44,889.29**
Components of Underwriter's Discount		
Average Takedown:	$ 3.7730	$ 29,957.50
Management Fee:	-	-
Total:	**$ 3.7730**	**$ 29,957.50**
Estimated Breakdown of Expenses		
Underwriters' Counsel:	$ 1.2595	$10,000.00
Ipreo:	0.0900	714.79
DTC:	0.1008	800.00
CUSIP:	0.1155	917.00
Misc/Overhead:	0.3149	2,500.00
Total:	**$ 1.8806**	**$14,931.79**

Proposed Takedown by Maturity		
Date (10/1)	Proposed Par Amount	Takedown by Maturity
2018	$ 160,000	2.50
2019	165,000	2.50
2020	170,000	2.50
2021	175,000	3.50
2022	185,000	3.50
2023	190,000	3.50
2024	200,000	3.50
2025	205,000	3.50
2026	215,000	3.50
2027	225,000	3.50
2028	235,000	3.50
2029	240,000	3.50
2030	250,000	3.50
2031	260,000	4.00
2032	270,000	4.00
2033	280,000	4.00
2034	290,000	4.00
2035	295,000	4.00
2036	305,000	4.00
2037	315,000	4.00
2038	325,000	4.00
2039	335,000	4.00
2040	345,000	4.00
2041	355,000	4.00
2042	365,000	4.00
2043	380,000	4.00
2044	390,000	4.00
2045	405,000	4.00
2046	410,000	4.00
	$ 7,940,000	

Capital Improvement Fee Proposal

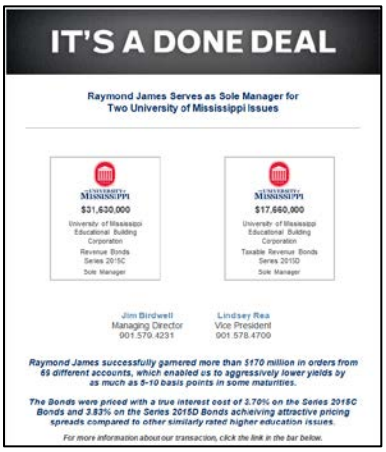
Fee Proposal	Per Bond	Total
TOTAL UNDERWRITER'S DISCOUNT	**$5.5023**	**$ 46,948.64**
Components of Underwriter's Discount		
Average Takedown:	$ 3.6217	$ 31,980.00
Management Fee:	-	-
Total:	**$ 3.6217**	**$ 31,980.00**
Estimated Breakdown of Expenses		
Underwriters' Counsel:	$ 1.2595	$10,000.00
Ipreo:	0.0900	783.14
DTC:	0.1008	800.00
CUSIP:	0.1155	885.50
Misc/Overhead:	0.3149	2,500.00
Total:	**$ 1.8806**	**$14,968.64**

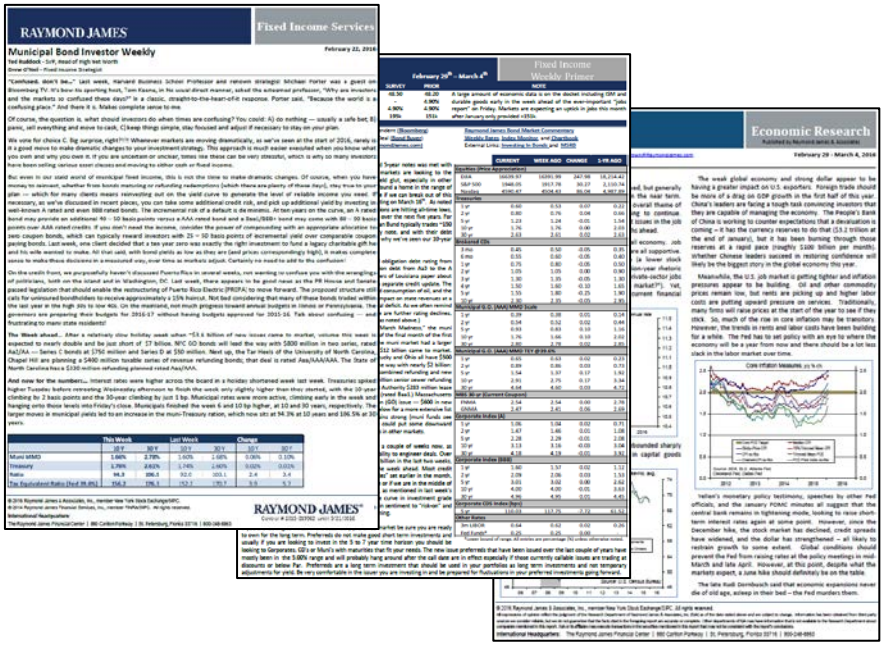
Proposed Takedown by Maturity		
Date (10/1)	**Proposed Par Amount**	**Takedown by Maturity**
2018	$ 285,000	2.50
2019	300,000	2.50
2020	310,000	2.50
2021	320,000	3.50
2022	335,000	3.50
2023	350,000	3.50
2024	370,000	3.50
2025	390,000	3.50
2026	405,000	3.50
2027	425,000	3.50
2028	450,000	3.50
2029	465,000	3.50
2030	485,000	3.50
2031	505,000	4.00
2032	525,000	4.00
2033	545,000	4.00
2034	565,000	4.00
2035	585,000	4.00
2036	600,000	4.00
2037	615,000	4.00
	$ 8,830,000	

TAB 5: ADDITIONAL INFORMATION

Firm Market Resources

Raymond James offers multiple market resources to clients through a variety of mediums including daily audio commentary from our Chief Investment Strategist, Jeff Saut, weekly/monthly economic commentary from our Chief Economist Dr. Scott Brown and specific equity research pieces and bond market analyses. Both Dr. Scott Brown and Mr. Jeff Saut are routinely featured as commentators on CNBC and various other news publications including providing daily comments for the Firm. In addition, we have 22 full time Fixed Income Research Analysts, with two focused solely on the Municipal Market. Raymond James offers weekly public finance commentary on the fixed income and municipal markets, along with statistics and graphs of key interest rates and credit spreads. Raymond James also provides our clients with regular deal announcements (see *It's A Done Deal* below), allowing us to keep our clients informed and knowledgeable of deal activity, structuring alternatives and pricing levels in the market for issuers of similar credits.





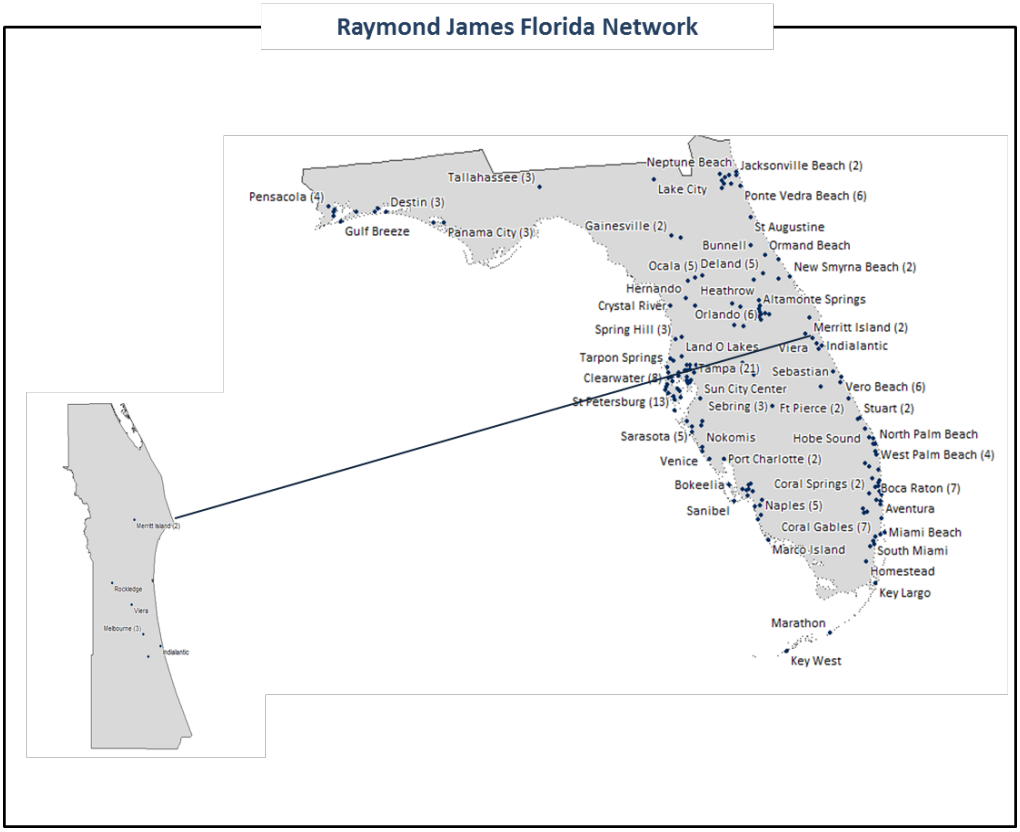
Raymond James Market Resources

Economic Commentary	Investment Strategy
Dr. Scott Brown, Chief Economist Earned his doctorate in economics from University of California at San Diego • Weekly Commentary • Fed Policy Outlook • Monthly Economic Outlook (GDP, Unemployment, forecasting indicators)	**Jeff Saut, Chief Investment Strategist** • Daily Audio Comment • Frequent commentator on Wall Street Week, CNBC, Bloomberg TV, USA Networks, Fox TV, NPR and many local radio and TV Networks.
Research	**Bond Market Analysis**
• Equity Research • International Research • Mutual Fund Research • Fixed Income Analysis • Closed-End Fund Research • Asset Management Research	• Bond Market Update • Fixed Income Market Commentary • Weekly Interest Rate Monitor • Taxable Fixed Income Chartbook • Weekly Index Monitor • Municipal Bond Investor Weekly

Unmatched Commitment, Presence and Experience in the State and Local Markets

Unlike other public finance investment banking firms working throughout the State, Raymond James is headquartered in Florida and therefore provides an unmatched commitment to local Florida issuers, like the City. Raymond James currently maintains 275 offices with 5,180 employees and ***a payroll of over $614 million in Florida*** – including our ***corporate headquarters in St. Petersburg.*** Our 1,003 retail advisors manage 274,349 client accounts for Floridians with a total value of over $59 billion. RJ has proven its local commitment in that we have ***8 retail offices located within Brevard County staffed by 31 financial advisors***

with 7,627 accounts totaling $1.47 billion in assets. Given this extensive retail network, Raymond James has the ability to not only reach local retail investors but also utilize its strong community presence to ensure retail investors are fully educated with regards to the upcoming financing. In addition, ***Raymond James has three full-time, Public Finance offices staffed by 16 professionals, located in St. Petersburg, Naples and Winter Park.*** Raymond James is the only firm that offers the City the combination of the highest level of comparable financing experience, extensive local, statewide and national retail distribution capabilities and demonstrated commitment to the local region.



Statement of Assurance

To the best of our knowledge, we are not aware of any such violation of any statues or regulations that impact our operations. Raymond James has not employed a finder for this transaction.

Litigation

To the best of our knowledge, during the past five years, there have been no regulatory matters or litigation pending that would jeopardize our Firm's ability to perform the requested services contemplated in this RFP.

In the normal course of business, Raymond James is subject to routine regulatory investigations. Raymond James co-operates fully with all regulatory requests. For a discussion of resolved disciplinary matters involving Raymond James we would direct your attention to the Form BD, copies of which will be provided upon request. For a discussion of material regulatory investigations and litigation, please refer to Raymond James' website at URL: https://raymondjames.com/publicfinance/rfp_pass_login.asp with the password of PublicFinance.

APPENDIX A

Jon Eichelberger, Managing Director
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Winter Park, FL 32789
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E-mail: jon.eichelberger@raymondjames.com

Jon Eichelberger, Managing Director - Mr. Eichelberger has been with Raymond James for fifteen years and is located in our Winter Park, Florida Public Finance Office. Mr. Eichelberger has 26 years experience in the Municipal Finance Industry. Prior to joining Raymond James, he spent ten years with JPMorgan Chase. Mr. Eichelberger has experience working with a variety of issuers throughout Florida including: Brevard County Public Schools, Duval County Public Schools, Lake County Public Schools, Miami-Dade Public Schools, Orange County Public Schools, Hillsborough County Public Schools, City of Orlando, OUC, GOAA, City of Deltona, City of Winter Park, City of Maitland, Orange County, Orlando-Orange County Expressway Authority, KUA, FMPA, JEA, Pasco County, Polk County, City of Tampa, GRU and Goodwill Industries of Central Florida. He has worked on both cash market and synthetic refunding programs for numerous Florida issuers and has extensive experience with various debt products such as interest rate swaps, auction rate securities and multi modal bonds. Additionally, Mr. Eichelberger spent four years with Lehman Brothers as a member of the Quantitative Support Group. Mr. Eichelberger received his M.S. from Carnegie Mellon University and currently holds his Series 7, 52, 53, 63, 79 and 99 securities licenses.

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Frank Leto, Analyst - Mr. Leto joined Raymond James in November of 2014 and provides quantitative analysis and support for all types of public finance transactions for the Florida offices and is assigned to support our Winter Park and St.Petersburg offices. He will assist the financing team by providing ongoing quantitative analysis; refunding alternatives; structuring new money issues; and coordinating the bond sale with counsel and our banking and underwriting / trading personnel. Prior to joining Raymond James, Mr. Leto worked for the Florida Office of Financial of Regulation where he served in State's Banking Regulatory division as a Bank Examiner. Mr. Leto graduated from the University of South Florida with a B.S. in Finance and currently holds his Series 7, 24, and 66 securities licenses.

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Parker Colvin, Managing Director - Mr. Colvin is a Managing Director on the municipal underwriting desk of Raymond James Fixed Income Banking Department. Parker Colvin joined Raymond James as a Managing Director and senior underwriter in November 2013. Mr. Colvin manages the underwriting activity for the Florida and California public finance groups and serves on the firm's Commitment Committee. Mr. Colvin began his career at Stone & Youngberg, where he was a Managing Director and Head of Trading and Underwriting. He subsequently managed the western region underwriting desk for Stifel after the acquisition of S&Y. Over the past several years, Mr. Colvin has underwritten more than 1,200 transactions with a par value exceeding $30 billion as lead or sole manager. He is considered to be one of the most experienced traders and underwriters of land-secured debt in the nation. Born and raised on the Iron Range of Minnesota, Mr. Colvin earned a degree in mathematics and played ice hockey at Wheaton College (IL). Mr. Colvin is a past president of the San Francisco Municipal Bond Club and is currently Vice President of the Moraga (CA) School District Governing Board. He currently holds Series 7, 53 and 63 licenses.

Ross, Sinclaire & Associates, LLC

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Michael Stewart, Investment Banker - Mr. Stewart has been engaged in Public Finance since January 1987. Prior to entering the municipal finance arena, he spent two years in commercial banking concentrating on credit analysis. Over nearly three decades, Mr. Stewart has been involved in the underwriting and structuring of approximately $7 billion in financings. These issues have included a wide range of revenue and general obligation pledges from Cities, Counties, local utilities and boards of education. In addition he has acted in an investment advisory role for institutional clients, handling bond proceeds and short term money market funds. Mr. Stewart received a B.A. in Economics from Rollins College, Winter Park, Florida. He holds the FINRA designations as General Securities Representative (Series 7), Registered Municipal Securities Representative (series 52), and Uniform Investor Advisor (Series 66). Mr. Stewart currently serves as Vice-Chairman and Treasurer on the board of directors for the Harmony Institute located in Osceola County.

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Alex Stillpass, Investment Banker - Mr. Stillpass joined RSA in 1992, and has focused his practice on the relationships and intersections of Public and Corporate finance. He has experience with many types of clients and transaction structures. Current and recent engagements include corporate, state and local public finance issuers. His experience with structures include: New Market Tax Credits, Energy Credits, Environmental Credits, State and Federal Tax Incentives, General Obligation Bonds, Revenue Bonds, Special Assessment Districts, Economic Development, and focused programmatic issuance. Alex especially enjoys complex and multi-dimensional transactions that require collaboration among parties. Alex has fostered relationships between Public and Private Issuers that have resulted in successful partnerships that have benefited local communities. He is currently on the Board of Trustees of a local non-profit mental health concern, serves the Parent Board of Walnut Hills High School and advises several private companies. He holds a degree from the Murphy Institute of Political Economy at Tulane University and the FINRA designation as General Securities Representative (Series 7), Investment Banking Representative (Series 79), and Uniform Securities Agent (Series 63).

Appendix B

Senior and Co-Senior Managed Transactions							
Issuer	Dated Date	Par Amount ($ Mils)	TIC	Moody's	S&P	Fitch	Gross Spread
Cutler Cay Comm Dev Dt	03/06/2014	11,520,000		NR	NR	NR	
Lewisville City-Texas	05/01/2014	1,360,000		NR	NR	NR	20.000
Lewisville City-Texas	05/01/2014	1,405,000		NR	NR	NR	20.000
Lewisville City-Texas	05/01/2014	3,255,000		NR	NR	NR	19.969
Lewisville City-Texas	05/01/2014	4,495,000		NR	NR	NR	20.000
Lewisville City-Texas	05/01/2014	3,680,000		NR	AA	NR	20.000
New Ulm City-Minnesota	09/09/2014	3,470,000	1.620	Aa2	NR	NR	
Chatfield City-Minnesota	09/02/2014	1,725,000		NR	AA	NR	
Heritage Bay Comm Dev Dt	08/13/2014	17,490,000		NR	NR	NR	
Lewisville City-Texas	08/01/2014	8,510,000		NR	NR	NR	20.000
Jamestown City-North Dakota	09/01/2014	4,520,000		Aa3	NR	NR	
Wausau City-Wisconsin	09/25/2014	1,495,000	2.496	Aa2	NR	NR	
Lewisville City-Texas	01/01/2015	4,580,000		NR	AA	NR	20.000
Lewisville City-Texas	04/01/2015	19,535,000		NR	AA	NR	15.000
Lewisville City-Texas	05/01/2015	8,490,000		NR	AA	NR	20.000
Lathrop City-California	07/14/2015	6,395,000	4.011	NR	NR	NR	
Lathrop City-California	07/30/2015	10,084,000	4.922	NR	NR	NR	
Lancaster Co-South Carolina	02/11/2016	8,510,000		NR	NR	NR	20.000
Woodbury City-Minnesota	11/04/2014	4,345,000	1.947	NR	AAA	NR	
Lakeville City-Minnesota	08/20/2015	16,545,000	3.115	Aa1	NR	NR	10.550
Total Par	**$ 141,409,000**		**Senior Count:**	**20**			

Co-Managed Transactions							
Issuer	Dated Date	Par Amount ($ Mils)	TIC	Moody's	S&P	Fitch	Gross Spread
Manhattan City-Kansas	06/02/2014	12,310,000	2.769	Aa2	AA	AA+	9.177
Shawnee City-Kansas	07/29/2014	3,575,000	2.587	Aa1	NR	NR	9.925
Fargo City-North Dakota	12/22/2014	40,445,000	3.584	Aa1	NR	NR	6.730
Wauwatosa City-Wisconsin	04/01/2015	6,200,000	2.999	Aaa	NR	NR	
McAllen City-Texas	05/15/2016	24,500,000		NR	AA+	AA+	
Total Par	**$ 87,030,000**		**Co-Manager Count:**	**5**			

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Fire Special Assessment Bonds, Series 2016

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SOURCES AND USES OF FUNDS

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Dated Date	09/30/2016
Delivery Date	09/30/2016

Sources:	
Bond Proceeds:	
Par Amount	7,940,000.00
Net Premium	255,473.90
	8,195,473.90
Other Sources of Funds:	
City Contribution	2,000,000.00
	10,195,473.90
Uses:	
Project Fund Deposits:	
Project Fund	10,000,000.00
Delivery Date Expenses:	
Cost of Issuance	120,000.00
Underwriter's Discount	44,889.29
Bond Insurance	29,975.26
	194,864.55
Other Uses of Funds:	
Additional Proceeds	609.35
	10,195,473.90

Notes:
1) Assumes underlying rating of A3
2) Assumes BAM insurance on only maturities with economic benefit
3) Assumes rates as of 5/23/2016 close of business
4) Assumes $120,000 for costs of issuance
5) Assumes 30-year level debt service structure

BOND SUMMARY STATISTICS

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Dated Date	09/30/2016
Delivery Date	09/30/2016
First Coupon	04/01/2017
Last Maturity	10/01/2046
Arbitrage Yield	3.079286%
True Interest Cost (TIC)	3.143299%
Net Interest Cost (NIC)	3.152362%
All-In TIC	3.257281%
Average Coupon	3.297007%
Average Life (years)	18.336
Weighted Average Maturity (years)	17.889
Duration of Issue (years)	13.310
Par Amount	7,940,000.00
Bond Proceeds	8,195,473.90
Total Interest	4,800,016.11
Net Interest	4,589,431.50
Total Debt Service	12,740,016.11
Maximum Annual Debt Service	433,318.76
Average Annual Debt Service	424,627.89
Underwriter's Fees (per $1000)	
Average Takedown	3.772985
Other Fee	1.880578
Total Underwriter's Discount	5.653563
Bid Price	102.652199

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Uninsured Serials	670,000.00	106.957	3.369%	3.540	04/15/2020	3.384	240.45
Insured Serials	3,645,000.00	108.100	3.478%	13.680	06/05/2030	10.914	3,802.45
2041 Term Bond - Insured	1,675,000.00	97.036	3.125%	23.062	10/23/2039	16.473	2,780.50
2046 Term Bond - Insured	1,950,000.00	98.116	3.250%	28.062	10/22/2044	18.501	3,627.00
	7,940,000.00			18.336			10,450.40

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,940,000.00	7,940,000.00	7,940,000.00
+ Accrued Interest			
+ Premium (Discount)	255,473.90	255,473.90	255,473.90
- Underwriter's Discount	(44,889.29)	(44,889.29)	
- Cost of Issuance Expense		(120,000.00)	
- Other Amounts	(29,975.26)	(29,975.26)	(29,975.26)
Target Value	8,120,609.35	8,000,609.35	8,165,498.64
Target Date	09/30/2016	09/30/2016	09/30/2016
Yield	3.143299%	3.257281%	3.079286%

Notes:
1) Assumes underlying rating of A3
2) Assumes BAM insurance on only maturities with economic benefit
3) Assumes rates as of 5/23/2016 close of business
4) Assumes $120,000 for costs of issuance
5) Assumes 30-year level debt service structure

BOND PRICING

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)	Takedown
Uninsured Serials:													
	10/01/2018	160,000	3.000%	1.020%	103.915							6,264.00	2.500
	10/01/2019	165,000	3.000%	1.190%	105.323							8,782.95	2.500
	10/01/2020	170,000	3.000%	1.360%	106.368							10,825.60	2.500
	10/01/2021	175,000	4.000%	1.530%	111.852							20,741.00	3.500
		670,000										46,613.55	
Insured Serials:													
	10/01/2022	185,000	4.000%	1.620%	113.561							25,087.85	3.500
	10/01/2023	190,000	4.000%	1.760%	114.697							27,924.30	3.500
	10/01/2024	200,000	4.000%	1.890%	115.602							31,204.00	3.500
	10/01/2025	205,000	4.000%	2.040%	116.045							32,892.25	3.500
	10/01/2026	215,000	4.000%	2.190%	116.180							34,787.00	3.500
	10/01/2027	225,000	4.000%	2.320%	114.920	C	2.445%	10/01/2026	100.000	10/01/2026	100.000	33,570.00	3.500
	10/01/2028	235,000	4.000%	2.430%	113.867	C	2.644%	10/01/2026	100.000	10/01/2026	100.000	32,587.45	3.500
	10/01/2029	240,000	4.000%	2.530%	112.919	C	2.807%	10/01/2026	100.000	10/01/2026	100.000	31,005.60	3.500
	10/01/2030	250,000	4.000%	2.670%	111.607	C	2.980%	10/01/2026	100.000	10/01/2026	100.000	29,017.50	3.500
	10/01/2031	260,000	4.000%	2.720%	111.143	C	3.068%	10/01/2026	100.000	10/01/2026	100.000	28,971.80	4.000
	10/01/2032	270,000	3.000%	2.950%	100.430	C	2.966%	10/01/2026	100.000			1,161.00	4.000
	10/01/2033	280,000	3.000%	3.000%	100.000								4.000
	10/01/2034	290,000	3.000%	3.050%	99.311							(1,998.10)	4.000
	10/01/2035	295,000	3.000%	3.100%	98.572							(4,212.60)	4.000
	10/01/2036	305,000	3.000%	3.150%	97.786							(6,752.70)	4.000
		3,645,000										295,245.35	
2041 Term Bond - Insured:													
	10/01/2037	315,000	3.125%	3.300%	97.036							(9,336.60)	4.000
	10/01/2038	325,000	3.125%	3.300%	97.036							(9,633.00)	4.000
	10/01/2039	335,000	3.125%	3.300%	97.036							(9,929.40)	4.000
	10/01/2040	345,000	3.125%	3.300%	97.036							(10,225.80)	4.000
	10/01/2041	355,000	3.125%	3.300%	97.036							(10,522.20)	4.000
		1,675,000										(49,647.00)	
2046 Term Bond - Insured:													
	10/01/2042	365,000	3.250%	3.350%	98.116							(6,876.60)	4.000
	10/01/2043	380,000	3.250%	3.350%	98.116							(7,159.20)	4.000
	10/01/2044	390,000	3.250%	3.350%	98.116							(7,347.60)	4.000
	10/01/2045	405,000	3.250%	3.350%	98.116							(7,630.20)	4.000
	10/01/2046	410,000	3.250%	3.350%	98.116							(7,724.40)	4.000
		1,950,000										(36,738.00)	
		7,940,000										255,473.90	

Dated Date	09/30/2016	
Delivery Date	09/30/2016	
First Coupon	04/01/2017	
Par Amount	7,940,000.00	
Premium	255,473.90	
Production	8,195,473.90	103.217555%
Underwriter's Discount	(44,889.29)	(0.565356%)
Purchase Price	8,150,584.61	102.652199%
Accrued Interest		
Net Proceeds	8,150,584.61	

BOND PRICING

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Notes:
1) Assumes underlying rating of A3
2) Assumes BAM insurance on only maturities with economic benefit
3) Assumes rates as of 5/23/2016 close of business
4) Assumes $120,000 for costs of issuance
5) Assumes 30-year level debt service structure

BOND DEBT SERVICE

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2017			269,715.89	269,715.89
10/01/2018	160,000	3.000%	268,968.76	428,968.76
10/01/2019	165,000	3.000%	264,168.76	429,168.76
10/01/2020	170,000	3.000%	259,218.76	429,218.76
10/01/2021	175,000	4.000%	254,118.76	429,118.76
10/01/2022	185,000	4.000%	247,118.76	432,118.76
10/01/2023	190,000	4.000%	239,718.76	429,718.76
10/01/2024	200,000	4.000%	232,118.76	432,118.76
10/01/2025	205,000	4.000%	224,118.76	429,118.76
10/01/2026	215,000	4.000%	215,918.76	430,918.76
10/01/2027	225,000	4.000%	207,318.76	432,318.76
10/01/2028	235,000	4.000%	198,318.76	433,318.76
10/01/2029	240,000	4.000%	188,918.76	428,918.76
10/01/2030	250,000	4.000%	179,318.76	429,318.76
10/01/2031	260,000	4.000%	169,318.76	429,318.76
10/01/2032	270,000	3.000%	158,918.76	428,918.76
10/01/2033	280,000	3.000%	150,818.76	430,818.76
10/01/2034	290,000	3.000%	142,418.76	432,418.76
10/01/2035	295,000	3.000%	133,718.76	428,718.76
10/01/2036	305,000	3.000%	124,868.76	429,868.76
10/01/2037	315,000	3.125%	115,718.76	430,718.76
10/01/2038	325,000	3.125%	105,875.00	430,875.00
10/01/2039	335,000	3.125%	95,718.76	430,718.76
10/01/2040	345,000	3.125%	85,250.00	430,250.00
10/01/2041	355,000	3.125%	74,468.76	429,468.76
10/01/2042	365,000	3.250%	63,375.00	428,375.00
10/01/2043	380,000	3.250%	51,512.50	431,512.50
10/01/2044	390,000	3.250%	39,162.50	429,162.50
10/01/2045	405,000	3.250%	26,487.50	431,487.50
10/01/2046	410,000	3.250%	13,325.00	423,325.00
	7,940,000		4,800,016.11	12,740,016.11

Notes:
1) Assumes underlying rating of A3
2) Assumes BAM insurance on only maturities with economic benefit
3) Assumes rates as of 5/23/2016 close of business
4) Assumes $120,000 for costs of issuance
5) Assumes 30-year level debt service structure

UNDERWRITER'S DISCOUNT

City of Cocoa Request For Proposal
Fire Special Assessment Bonds, Series 2016

Underwriter's Discount	$/1000	Amount
Average Takedown	3.77298	29,957.50
Underwriter's Counsel	1.25945	10,000.00
IPreo	0.09002	714.79
DTC	0.10076	800.00
CUSIP	0.11549	917.00
Miscellaneous	0.31486	2,500.00
	5.65356	44,889.29

Notes:
1) Assumes underlying rating of A3
2) Assumes BAM insurance on only maturities with economic benefit
3) Assumes rates as of 5/23/2016 close of business
4) Assumes $120,000 for costs of issuance
5) Assumes 30-year level debt service structure

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Preliminary, Subject to Change

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SOURCES AND USES OF FUNDS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Dated Date	09/30/2016
Delivery Date	09/30/2016

Sources:	
Bond Proceeds:	
Par Amount	8,830,000.00
Net Premium	989,697.60
	9,819,697.60
Other Sources of Funds:	
Interest Transfer	210,881.25
	10,030,578.85

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	210,881.25
SLGS Purchases	9,623,835.00
	9,834,716.25
Delivery Date Expenses:	
Cost of Issuance	120,000.00
Underwriter's Discount	46,948.64
Bond Insurance (25 bps)	28,220.12
	195,168.76
Other Uses of Funds:	
Additional Proceeds	693.84
	10,030,578.85

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

BOND PRICING

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)	Takedown
Uninsured:													
	10/01/2018	285,000	4.000%	0.950%	106.036							17,202.60	2.500
	10/01/2019	300,000	4.000%	1.120%	108.480							25,440.00	2.500
	10/01/2020	310,000	4.000%	1.290%	110.539							32,670.90	2.500
	10/01/2021	320,000	4.000%	1.430%	112.365							39,568.00	3.500
	10/01/2022	335,000	5.000%	1.560%	119.639							65,790.65	3.500
		1,550,000										180,672.15	
Insured:													
	10/01/2023	350,000	5.000%	1.650%	122.068							77,238.00	3.500
	10/01/2024	370,000	5.000%	1.780%	123.918							88,496.60	3.500
	10/01/2025	390,000	5.000%	1.940%	125.165							98,143.50	3.500
	10/01/2026	405,000	5.000%	2.090%	126.144							105,883.20	3.500
	10/01/2027	425,000	5.000%	2.220%	124.813	C	2.418%	10/01/2026	100.000	10/01/2026	100.000	105,455.25	3.500
	10/01/2028	450,000	4.000%	2.380%	114.344	C	2.601%	10/01/2026	100.000	10/01/2026	100.000	64,548.00	3.500
	10/01/2029	465,000	4.000%	2.480%	113.392	C	2.767%	10/01/2026	100.000	10/01/2026	100.000	62,272.80	3.500
	10/01/2030	485,000	4.000%	2.570%	112.542	C	2.904%	10/01/2026	100.000	10/01/2026	100.000	60,828.70	3.500
	10/01/2031	505,000	4.000%	2.670%	111.607	C	3.031%	10/01/2026	100.000	10/01/2026	100.000	58,615.35	4.000
	10/01/2032	525,000	4.000%	2.740%	110.958	C	3.125%	10/01/2026	100.000	10/01/2026	100.000	57,529.50	4.000
	10/01/2033	545,000	4.000%	2.790%	110.497	C	3.195%	10/01/2026	100.000	10/01/2026	100.000	57,208.65	4.000
	10/01/2034	565,000	3.000%	3.000%	100.000								4.000
	10/01/2035	585,000	3.000%	3.050%	99.282							(4,200.30)	4.000
	10/01/2036	600,000	3.000%	3.100%	98.517							(8,898.00)	4.000
	10/01/2037	615,000	3.000%	3.150%	97.708							(14,095.80)	4.000
		7,280,000										809,025.45	
		8,830,000										989,697.60	

Dated Date	09/30/2016	
Delivery Date	09/30/2016	
First Coupon	04/01/2017	
Par Amount	8,830,000.00	
Premium	989,697.60	
Production	9,819,697.60	111.208353%
Underwriter's Discount	(46,948.64)	(0.531695%)
Purchase Price	9,772,748.96	110.676659%
Accrued Interest		
Net Proceeds	9,772,748.96	

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

BOND SUMMARY STATISTICS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Dated Date	09/30/2016
Delivery Date	09/30/2016
First Coupon	04/01/2017
Last Maturity	10/01/2037
Arbitrage Yield	2.617353%
True Interest Cost (TIC)	2.810309%
Net Interest Cost (NIC)	2.937046%
All-In TIC	2.934559%
Average Coupon	3.766460%
Average Life (years)	12.873
Weighted Average Maturity (years)	12.577
Duration of Issue (years)	10.137
Par Amount	8,830,000.00
Bond Proceeds	9,819,697.60
Total Interest	4,281,128.61
Net Interest	3,338,379.65
Total Debt Service	13,111,128.61
Maximum Annual Debt Service	640,950.00
Average Annual Debt Service	624,256.88
Underwriter's Fees (per $1000)	
Average Takedown	3.621744
Other Fee	1.695203
Total Underwriter's Discount	5.316947
Bid Price	110.676659

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Uninsured	1,550,000.00	111.656	4.318%	4.080	10/29/2020	3.825	663.85
Insured	7,280,000.00	111.113	3.734%	14.745	06/29/2031	11.414	7,987.55
	8,830,000.00			12.873			8,651.40

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,830,000.00	8,830,000.00	8,830,000.00
+ Accrued Interest			
+ Premium (Discount)	989,697.60	989,697.60	989,697.60
- Underwriter's Discount	(46,948.64)	(46,948.64)	
- Cost of Issuance Expense		(120,000.00)	
- Other Amounts	(28,220.12)	(28,220.12)	(28,220.12)
Target Value	9,744,528.84	9,624,528.84	9,791,477.48
Target Date	09/30/2016	09/30/2016	09/30/2016
Yield	2.810309%	2.934559%	2.617353%

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

BOND DEBT SERVICE

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2017			353,278.61	353,278.61
10/01/2018	285,000	4.000%	352,300.00	637,300.00
10/01/2019	300,000	4.000%	340,900.00	640,900.00
10/01/2020	310,000	4.000%	328,900.00	638,900.00
10/01/2021	320,000	4.000%	316,500.00	636,500.00
10/01/2022	335,000	5.000%	303,700.00	638,700.00
10/01/2023	350,000	5.000%	286,950.00	636,950.00
10/01/2024	370,000	5.000%	269,450.00	639,450.00
10/01/2025	390,000	5.000%	250,950.00	640,950.00
10/01/2026	405,000	5.000%	231,450.00	636,450.00
10/01/2027	425,000	5.000%	211,200.00	636,200.00
10/01/2028	450,000	4.000%	189,950.00	639,950.00
10/01/2029	465,000	4.000%	171,950.00	636,950.00
10/01/2030	485,000	4.000%	153,350.00	638,350.00
10/01/2031	505,000	4.000%	133,950.00	638,950.00
10/01/2032	525,000	4.000%	113,750.00	638,750.00
10/01/2033	545,000	4.000%	92,750.00	637,750.00
10/01/2034	565,000	3.000%	70,950.00	635,950.00
10/01/2035	585,000	3.000%	54,000.00	639,000.00
10/01/2036	600,000	3.000%	36,450.00	636,450.00
10/01/2037	615,000	3.000%	18,450.00	633,450.00
	8,830,000		4,281,128.61	13,111,128.61

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

SUMMARY OF REFUNDING RESULTS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Dated Date	09/30/2016
Delivery Date	09/30/2016
Arbitrage yield	2.617353%
Escrow yield	0.658162%
Value of Negative Arbitrage	183,710.73
Bond Par Amount	8,830,000.00
True Interest Cost	2.810309%
Net Interest Cost	2.937046%
All-In TIC	2.934559%
Average Coupon	3.766460%
Average Life	12.873
Par amount of refunded bonds	9,265,000.00
Average coupon of refunded bonds	4.595740%
Average life of refunded bonds	12.966
PV of prior debt to 09/30/2016 @ 2.617353%	11,420,628.23
Net PV Savings	1,274,696.31
Percentage savings of refunded bonds	13.758190%
Percentage savings of refunding bonds	14.435972%

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

SUMMARY OF BONDS REFUNDED

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Capital Improvement Revenue Bonds, Series 2007, 2007:					
SER07	10/01/2018	4.250%	295,000.00	10/01/2017	100.000
	10/01/2019	4.250%	310,000.00	10/01/2017	100.000
	10/01/2020	4.375%	320,000.00	10/01/2017	100.000
	10/01/2021	4.375%	335,000.00	10/01/2017	100.000
	10/01/2022	4.375%	350,000.00	10/01/2017	100.000
	10/01/2023	4.500%	365,000.00	10/01/2017	100.000
	10/01/2024	4.500%	385,000.00	10/01/2017	100.000
	10/01/2025	4.500%	400,000.00	10/01/2017	100.000
	10/01/2026	4.500%	420,000.00	10/01/2017	100.000
	10/01/2027	4.625%	435,000.00	10/01/2017	100.000
TERM32	10/01/2028	4.625%	455,000.00	10/01/2017	100.000
	10/01/2029	4.625%	480,000.00	10/01/2017	100.000
	10/01/2030	4.625%	500,000.00	10/01/2017	100.000
	10/01/2031	4.625%	525,000.00	10/01/2017	100.000
	10/01/2032	4.625%	550,000.00	10/01/2017	100.000
TERM37	10/01/2033	4.625%	575,000.00	10/01/2017	100.000
	10/01/2034	4.625%	600,000.00	10/01/2017	100.000
	10/01/2035	4.625%	625,000.00	10/01/2017	100.000
	10/01/2036	4.625%	655,000.00	10/01/2017	100.000
	10/01/2037	4.625%	685,000.00	10/01/2017	100.000
			9,265,000.00		

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

SAVINGS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 09/30/2016 @ 2.6173530%
10/01/2016	210,881.25	210,881.25				(15.23)
10/01/2017	421,762.50		421,762.50	353,278.61	68,483.89	67,151.53
10/01/2018	716,762.50		716,762.50	637,300.00	79,462.50	75,861.49
10/01/2019	719,225.00		719,225.00	640,900.00	78,325.00	72,855.29
10/01/2020	716,050.00		716,050.00	638,900.00	77,150.00	69,919.42
10/01/2021	717,050.00		717,050.00	636,500.00	80,550.00	71,100.75
10/01/2022	717,393.76		717,393.76	638,700.00	78,693.76	67,677.33
10/01/2023	717,081.26		717,081.26	636,950.00	80,131.26	67,146.18
10/01/2024	720,656.26		720,656.26	639,450.00	81,206.26	66,301.38
10/01/2025	718,331.26		718,331.26	640,950.00	77,381.26	61,578.96
10/01/2026	720,331.26		720,331.26	636,450.00	83,881.26	65,017.17
10/01/2027	716,431.26		716,431.26	636,200.00	80,231.26	60,613.11
10/01/2028	716,312.50		716,312.50	639,950.00	76,362.50	56,231.15
10/01/2029	720,268.76		720,268.76	636,950.00	83,318.76	59,734.15
10/01/2030	718,068.76		718,068.76	638,350.00	79,718.76	55,683.19
10/01/2031	719,943.76		719,943.76	638,950.00	80,993.76	55,100.52
10/01/2032	720,662.50		720,662.50	638,750.00	81,912.50	54,274.55
10/01/2033	720,225.00		720,225.00	637,750.00	82,475.00	53,224.24
10/01/2034	718,631.26		718,631.26	635,950.00	82,681.26	51,967.56
10/01/2035	715,881.26		715,881.26	639,000.00	76,881.26	47,051.97
10/01/2036	716,975.00		716,975.00	636,450.00	80,525.00	47,966.00
10/01/2037	716,681.26		716,681.26	633,450.00	83,231.26	48,255.59
	14,995,606.37	210,881.25	14,784,725.12	13,111,128.61	1,673,596.51	1,274,696.31

Savings Summary

PV of savings from cash flow	1,274,696.31
Net PV Savings	1,274,696.31

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

ESCROW STATISTICS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:	9,834,716.25	0.989	951.35	0.658162%	0.658162%	9,650,990.28	183,710.73	15.24
	9,834,716.25		951.35			9,650,990.28	183,710.73	15.24

Delivery date	09/30/2016
Arbitrage yield	2.617353%

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

ESCROW DESCRIPTIONS

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
Sep 30, 2016:								
	SLGS	Certificate	04/01/2017	04/01/2017	179,122	0.470%	0.470%	179,122.00
	SLGS	Note	10/01/2017	04/01/2017	9,444,713	0.660%	0.660%	9,444,713.00
					9,623,835			9,623,835.00

SLGS Summary

SLGS Rates File	23MAY16
Total Certificates of Indebtedness	179,122.00
Total Notes	9,444,713.00
Total original SLGS	9,623,835.00

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

UNDERWRITER'S DISCOUNT

City of Cocoa Request For Proposal
Capital Improvement Refunding Revenue Bonds, Series 2016
Preliminary, Subject to Change

Underwriter's Discount	$/1000	Amount
Average Takedown	3.62174	31,980.00
Underwriter's Counsel	1.13250	10,000.00
IPreo	0.08869	783.14
DTC	0.09060	800.00
CUSIP	0.10028	885.50
Miscellaneous	0.28313	2,500.00
	5.31695	46,948.64

Notes:
1) Assumes an underlying rating level A1 and BAM insurance on economic maturities
2) Reflects maket rates as of 5/23/2016 close of business
3) Assumes SLGS for the escrow
4) Assumes $120K for COI
5) Assumes a matched maturity refunding

Request for Proposals (RFP) #P-16-15-COC
UNDERWRITING SERVICES

CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

FIRE SPECIAL ASSESSMENT BONDS, SERIES 2016

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: April 26, 2016

PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON May 26, 2016

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Raymond James & Associates, Inc.	
Address: 807 W. Morse Blvd., Suite 200	Do you accept Visa? ☐ YES ☒ NO
City, State, Zip: Winter Park, FL 32789	List of Deviations (if any) attached Yes___ No___
Phone Number: 407-644-3173	If submitting a "NO RESPONSE", state reason: _____
Fax Number: 866-644-9710	_____
E-Mail Address: jon.eichelberger@raymondjames.com	
FEIN Number: 59-1237041	Receipt of 2 ADDENDUM acknowledged

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and four (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, is received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.

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

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE

Raymond James & Associates, Inc.
COMPANY

May 26, 2016
DATE

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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 connection 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 (1) (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 of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

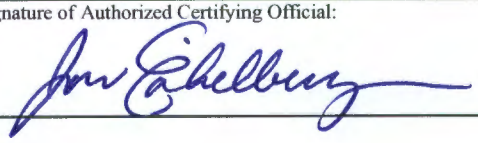
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Raymond James & Associates, Inc.	May 26, 2016
Signature of Authorized Certifying Official: 	Title: Managing Director

Scrutinized Company Certification
Solicitation No. P-16-15-COC
UNDERWRITING SERVICES

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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 §215.473, is ineligible for, 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 $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Jon Eichelberger
(Authorized Signature)

Jon Eichelberger, Managing Director
(Printed Name and Title)

Raymond James & Associates, Inc.
(Name of Vendor)

STATE OF FL, COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19 day of May, 2016 by Jon Eichelberger (name of person whose signature is being notarized) as Managing Director (title) of Raymond James & Associates, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Jodi L B Reedy
(Signature)

Jodi L. B. Reedy
(Print Name)

State of Florida at Large (Seal)

My commission expires: 12/1/2019

JODI L. B. REEDY
Notary Public - State of Florida
Commission # FF 933661
My Comm. Expires Dec 1, 2019
Bonded through National Notary Assn.

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List;
Or
http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed in the presence of a Notary Public or other Officer authorized to administer oaths.

1. This sworn statement is submitted to:

City of Cocoa, FL
(Print name of the Public Entity.)

by: Jon Eichelberger, Managing Director
(Print individual's name and title.)

for: Raymond James & Associates, Inc.
(Print name of Entity submitting sworn statement.)

whose business address is:

807 Morse Blvd., Suite 200

Winter Park, FL 32789

and, if applicable, its Federal Employer Identification Number (FEIN) is
59-1237041

(If the Entity has no FEIN, please include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or,

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. *(Please attach a copy of the final order.)*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jon Eichelberger
Signature

5-19-16
Date

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jon Eichelberger who, after first being sworn by me, affixed his/her signature in *(Name of individual signing.)*

the space provided above on this 19 day of May, 2016

Jodi L B Reedy
NOTARY PUBLIC

12/1/2019
My commission expires:

JODI L. B. REEDY
Notary Public - State of Florida
Commission # FF 933661
My Comm. Expires Dec 1, 2019
Bonded through National Notary Assn.

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, is received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.

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

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE

Ross, Sinclaire & Associates, LLC
COMPANY

5/24/16
DATE

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Ross, Sinclaire & Associates, LLC	Date: 5/24/16
Signature of Authorized Certifying Official:	Title: President/CEO

Scrutinized Company Certification
Solicitation No. P-16-15-COC
UNDERWRITING SERVICES

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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 §215.473, is ineligible for, 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 $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Murray Sinclaire Pres/CEO
(Printed Name and Title)

Ross, Sinclaire & Associates, LLC
(Name of Vendor)

STATE OF Ohio, COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 23rd day of May, 2016, by Murray Sinclaire, Jr. (name of person whose signature is being notarized) as Pres/CEO (title) of Ross, Sinclaire & A (Name of Vendor), known to me to be the person described herein, or who produced Drivers License (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Mary C Neale (Signature) State of Ohio at Large (Seal)

Mary Neale (Print Name) My commission expires: 2020

NOTARY PUBLIC STATE OF OHIO

MARY C. NEALE
Notary Public, State of Ohio
My Commission Expires
November 27, 2020

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed in the presence of a Notary Public or other Officer authorized to administer oaths.

1. This sworn statement is submitted to:

CITY OF COCOA, FL
(Print name of the Public Entity.)

by: MURRAY SINCLAIRE - PRESIDENT & CEO
(Print individual's name and title.)

for: ROSS SINCLAIRE & ASSOCIATES, LLC
(Print name of Entity submitting sworn statement.)

whose business address is:

700 WALNUT ST, SUITE 600
CINCINNATI, OH 45202

and, if applicable, its Federal Employer Identification Number (FEIN) is

_____

(If the Entity has no FEIN, please include the Social Security Number of the individual signing this sworn statement):

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or,

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. *(Please attach a copy of the final order.)*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

5/24/16
Date

STATE OF Ohio

COUNTY OF Hamilton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Murray Sinclaire, Jr. who, after first being sworn by me, affixed his/her signature in *(Name of individual signing.)*

the space provided above on this 23rd day of May, 2016

Mary C. Neale
NOTARY PUBLIC

Nov. 27, 2020
My commission expires:

NOTARY PUBLIC STATE OF OHIO

MARY C. NEALE
Notary Public, State of Ohio
My Commission Expires
November 27, 2020

DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.

COPY

CITY OF COCOA, FLORIDA

Request for Proposals for Underwriting Services
RFP #P-16-15-COC

Due Date: May 26, 2016

Stifel, Nicolaus & Company, Incorporated
(Federal Taxpayer Identification Number: 43-0538770)

Margaret Lezcano, Managing Director
(407) 956-6803 | LezcanoM@stifel.com

Matthew Sansbury, Managing Director
(407) 956-6804 | SansburyM@stifel.com

111 N. Magnolia Avenue, Suite 1175
Orlando, Florida 32801

STIFEL

STIFEL

May 26, 2016

Ms. Sonja Hamilton-Suarez
Purchasing & Contracts Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Ms. Hamilton-Suarez:

On behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel"), we are pleased to submit the firm's response to the City of Cocoa's (the "City") Request for Proposals for Underwriting Services ("RFP") in connection with its proposed issuance of Capital Improvement Refunding Revenue Bonds, Series 2016 and Fire Special Assessment Bonds, Series 2016.

Stifel began as a single office in St. Louis in 1890 and today is a full service investment bank with approximately 395 offices and nearly 7,450 employees worldwide specializing in providing investment banking, securities brokerage, trading, investment advisory and related financial services to municipalities, individual investors, money managers and businesses across the country. According to industry league tables, Stifel has been the top ranked Public Finance Department nationally based on number of negotiated transactions completed annually since 2010. The firm has grown to its present size and organization by adhering to its primary philosophy for over 125 years: keeping each client's financial well-being at the forefront. Stifel's extensive presence in Florida, which includes public finance, retail brokerage, institutional sales and emerging markets, provides the City with the local commitment and market knowledge of a regional firm and the public finance expertise, sales capabilities, and capital strength of a multinational firm. The points below highlight why the City would benefit from selecting Stifel as its senior manager:

- EXTENSIVE PUBLIC FINANCE EXPERIENCE
  In each year since 2010, Stifel has been the top ranked senior manager of negotiated municipal transactions based on number of issues underwritten. For 2016 YTD, Stifel once again tops the negotiated rankings, having senior managed 325 transactions (31% more than the second ranked firm) valued at a total par amount of approximately $7.1 billion (ranking us 6th based on par amount). Stifel specializes in middle market issuance, like those of the City, and targets middle market investors to place bonds.

- LEADER IN SPECIAL ASSESSMENT BOND FINANCINGS
  As the nation's top underwriter of special assessment bonds, Stifel has demonstrated experience structuring and selling these securities through multiple distribution channels, which enhances our ability to secure the lowest possible borrowing costs for our clients. Since 2014, Stifel has served as senior manager on nearly 40% of all special assessment backed transactions issued in the municipal market, totaling over $3 billion of bonds nationwide, according to industry league tables

- LOCAL PERSONNEL WITH DIRECT EXPERIENCE WORKING WITH FLORIDA CITIES
  Margaret Lezcano and Matthew Sansbury, Managing Directors, will serve as lead bankers for the City on the proposed financings. Combined, these two bankers have over 35 years of public finance experience focused on serving the needs of local Florida governments and authorities. Ms. Lezcano and Mr. Sansbury have worked with numerous Florida issuers to refund existing debt, including recently for the Cities of Leesburg and Orlando. In addition, they have extensive experience helping Florida municipalities bring new credits to market including recent new credit financings for the Cities of Hialeah, Kissimmee, Madeira Beach, Miami Gardens, Miami Lakes and St. Pete Beach. Over the past three years, Stifel bankers have provided the City with various industry and financial updates and ideas.

- **LARGE AND GROWING RETAIL DISTRIBUTION NETWORK**
  Stifel's 352 retail brokerage offices and 2,128 retail brokers manage approximately 735,000 retail accounts valued at $157.4 billion in assets under management. **Stifel's 20 retail brokerage offices in Florida keep up-to-date with changing interests and needs of Florida retail investors.** The Florida retail offices are staffed by 120 financial advisors who manage over 30,000 client accounts with assets under management of $7.9 billion. Having a significant retail presence throughout the State provides easy access for local "mom and pop" investors interested in owning a stake in their community.

- **DIVERSE INSTITUTIONAL DISTRIBUTION NETWORK**
  Stifel currently has 45 fixed income institutional sales and trading offices nationally, which house 234 fixed income sales associates and 82 fixed income trading associates. In total, these sales and trading associates cover roughly 4,350 fixed income institutional accounts, significantly more than most investment banks. **Three of Stifel's institutional sales offices are located in Florida in Boca Raton, Rosemary Beach and Tampa.** With a strong presence in the Midwest and western United States, Stifel has forged extensive relationships with Tier II and Tier III institutional investors, an attribute unique to a firm of our size. These relationships will increase the number of potential investors immediately for the City.

- **STABILITY IN CHAOTIC MARKETS**
  Stifel is one of the most financially sound independent investment banks in the country. **The firm did not require nor request any federal TARP money in the aftermath of the 2008/2009 financial crises.** Stifel's total capital of $1.25 billion and excess net capital of $279 million (as of the most recent fiscal year) positions the firm among the most well capitalized of all investment banks. As a show of support for our clients, Stifel has underwritten over $1.6 billion in unsold bonds on negotiated transactions since 2012. Given the often uncertainty of the municipal market, Stifel's strong capital position and our proven willingness to commit this capital on our clients' is extremely valuable to the City.

Stifel appreciates the opportunity to compete for your business. Serving the City is important to us and we will provide the highest level of professional services if chosen to serve as your senior manager.

Sincerely,
STIFEL, NICOLAUS & COMPANY, INCORPORATED (FEIN: 43-0538770)

Margaret Lezcano, Managing Director
(407) 956-6803 | LezcanoM@stifel.com

Matthew Sansbury, Managing Director
(407) 956-6804 | SansburyM@stifel.com

See Original Proposal for Corporate Seal

David Minnick, General Counsel / Co-Corporate Secretary
(314) 342-4068 | MinnickD@stifel.com

STIFEL

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TAB 1

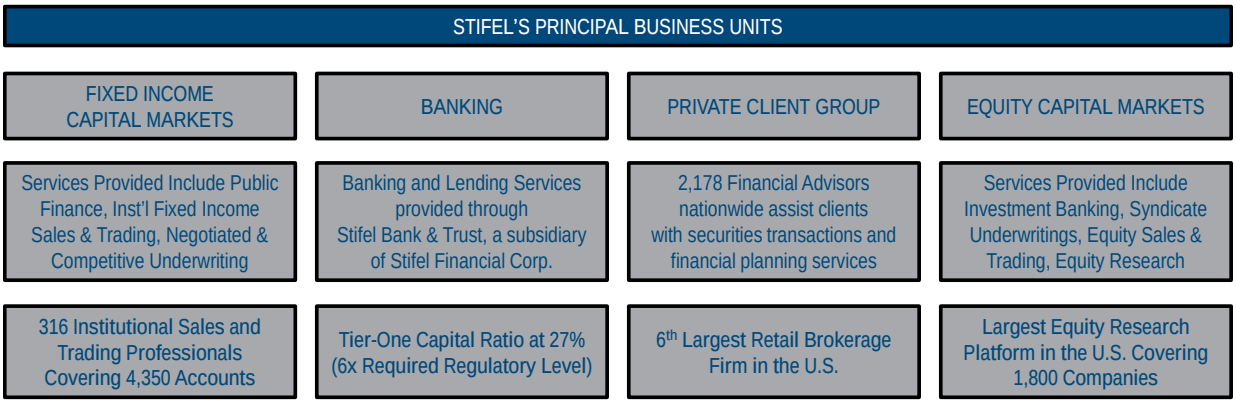
Tab 1. Firm's Introduction

a. Provide a brief overview of the Firm including: 1) ownership size 2) Tier One capital position (as of the most recent fiscal year), 3) location of the office responsible for providing the underwriting services and 4) the public finance office location providing the investment banking services.

Overview of the Firm

In 1890, Benjamin Altheimer and Edward Rawlings forged a partnership for the purpose of "doing a general securities business" which would one day blossom into the 6th largest investment bank in the country based on number of retail advisors. Henry J. Nicolaus and his son, Louis J. Nicolaus, joined the company in 1910. In 1917, the firm was named Stifel Investment Company and in 1923 it was renamed Stifel, Nicolaus Investment Company which later became Stifel, Nicolaus & Company, Incorporated, as it is still known today.

Stifel has four primary business units, as shown in the graphic below, including fixed income capital markets, Stifel Bank, equity capital markets and Stifel Private Client Group. These units provide, among other things, public finance investment banking services, corporate finance investment banking services, brokerage trading and sales services, investment advisory services, and related financial services to municipal governments, individuals, institutions and corporations nationwide.



Stifel currently operates 396 offices in 45 states and the District of Columbia, with five additional European offices through Stifel Nicolaus Europe Limited. Stifel has more than 7,450 employees worldwide and has grown to its present size and organization by adhering to what has been its primary philosophy for over 125 years: keeping each client's financial well-being foremost.

Ownership Structure

While Stifel was incorporated in Missouri in February 1900, Stifel's parent company, Stifel Financial Corp., was incorporated in Delaware in December 1982 and has been publicly traded on the NYSE under the symbol "SF" since July 1983. Since becoming a publically traded and owned company, Stifel Financial Corp. has had no major changes in ownership and it currently has a market capitalization of approximately $2.4 billion (as of May 20, 2016).

Capital Position

Stifel is one of the most financially sound independent investment banks in the country with capital positions that ranks among the highest in our peer group. As of December 31, 2015, Stifel's capital characteristics included total capital of $1.25 billion, equity capital of $1.21 billion and excess net capital of $279 million. At this capital position, Stifel has the capacity to commit to underwrite approximately $3.3 billion of municipal securities.

Stifel's Capital Position*	
Total Capital	$1,247,413,656
Equity Capital	$1,212,413,656
Net Capital	$310,073,341
Excess Net Capital	$279,326,485
Maxium Underwriting Capacity	$3,331,517,171

**As of December 31, 2015.*

Stifel has become a Top 10 ranked underwriter nationally due in part to our ability to commit capital to underwrite bonds and our willingness to hold bonds in inventory during volatile markets. In 2015, Stifel committed in excess of $1 billion to support our clients' bond offerings and the firm has committed over $500 million year-to-date. The table below highlights some of these commitments over the past few months:

Stifel's Recent Commitment of Capital (Underwriting of Unsold Balances)

Sale Date	Issuer	State	Total Par Amount	Stifel's Liability	Unsold Balance Underwritten	% of Total Par Underwritten
05/12/16	Clark County	NV	$14,880,000	$14,880,000	$2,960,000	19.9%
05/05/16	Summit County Dev. Auth.	OH	$10,175,000	$10,175,000	$5,410,000	53.2%
04/28/16	Colorado Water and Power Dev. Auth.	CO	$38,850,000	$23,310,000	$5,660,000	14.6%
04/25/16	City of Richardson	TX	$23,000,000	$11,500,000	$7,965,000	34.6%
04/06/16	City of Glendale	AZ	$16,705,000	$16,705,000	$3,495,000	20.9%
04/05/16	City of Las Vegas Redev. Agency	NV	$83,400,000	$83,400,000	$3,965,000	4.8%
03/30/16	City of Orlando	FL	$85,460,000	$64,095,000	$5,910,000	6.9%
03/23/16	City of San Bernardino Redev. Agency	CA	$16,030,000	$16,030,000	$4,275,000	26.7%
03/17/16	Forest Hills Public Schools	MI	$48,130,000	$38,504,000	$14,875,000	30.9%
03/15/16	City of Amarillo	TX	$11,995,000	$4,798,000	$1,910,000	15.9%
03/03/16	City of Dodge City	KS	$32,435,000	$32,435,000	$8,360,000	25.8%
03/02/16	City of Claremont	CA	$6,750,000	$6,750,000	$3,185,000	47.2%
02/24/16	City of St. Louis	MO	$16,795,000	$8,397,500	$3,290,000	19.6%

Location of Responsible Offices

Stifel will serve the City primarily from Orlando, with underwriting, sales and trading support from Denver and San Francisco. This team of locations will cover the country for investors for the City. In total, Stifel has seven underwriting desks and 234 institutional salespeople.

Underwriting Services for the proposed engagement will be led by Alan Murphy, Managing Director, who works on the firm's Denver underwriting desk (1125 17th Street, Suite 1600, Denver, CO 80202). Mr. Murphy has 40 years of municipal bond underwriting experience under his belt, with a significant portion of that covering Florida based accounts. In total, Stifel has seven underwriting desks and 12 full-time municipal underwriters, with at least one desk in each continental U.S. time zones, a characteristic unique to Stifel.



Public Finance / Banking Services will be provided from the firm's Orlando public finance office (111 N. Magnolia Avenue, Suite 1175, Orlando, FL 32801), which will allow Stifel to provide the City with immediate banking coverage, as needed. Margaret Lezcano and Matthew Sansbury, Managing Directors, will serve as the banking contacts from this location. In addition, Timothy Sackmaster, Associate will provide all analytical support throughout the engagement from this location.

Institutional Sales and Trading Services will be led by Richard Beames, who works from the firm's San Francisco trading desk (One Montgomery Street, Suite 3700, San Francisco, CA 94104). Mr. Beames leads Stifel's institutional distribution platform which is comprised of 316 fixed income sales and trading professionals located in 45 offices. Three of these offices are located in Florida (Boca Raton, Rosemary Beach and Tampa). In addition to our institutional distribution network, Stifel has 352 retail brokerage offices nationwide, including 20 in Florida.

Tab 1. Firm's Introduction

b. Identify the primary individual(s) that will provide underwriting services to the "CITY" from your Firm. For investment banking personnel, please indicate the location from which underwriter services will be provided. Include individuals who will serve as the senior syndicate underwriter. Include a resume for each individual.

The City's day-to-day banking contacts will be Margaret Lezcano and Matthew Sansbury. Combined, these two bankers have approximately 35 years of public finance experience, with a vast majority of those focused on serving the needs of local Florida governments and authorities. These banking professionals will be joined by Timothy Sackmaster, who will provide quantitative support throughout the engagement. The services provided by these banking and analytical professionals will originate from Stifel's public finance office in Orlando.

Alan Murphy will provide all underwriting services to the City. Mr. Murphy will be available not only when the financing is priced, but throughout the proposed engagement in order to offer the City structuring suggestions and municipal market updates. Richard Beames will lead Stifel's institutional sales efforts and will coordinate efforts between our sales and underwriting staffs. In Florida alone, Stifel has three institutional sales and trading offices, located in Boca Raton, Rosemary Beach and Tampa.

Each of these individuals has significant Florida governmental banking, analytical and underwriting/sales experience, as evidenced by their bios provided below.

Stifel's Investment Banking Team Members					
Name	Role	Location	Phone	Email	Experience
Margaret Lezcano	Primary Banking Contact	Orlando	(407) 956-6803	LezcanoM@stifel.com	21 Years
Matthew Sansbury	Additional Banking Contact	Orlando	(407) 956-6804	SansburyM@stifel.com	14 Years
Timothy Sackmaster	Quantitative Leadership	Orlando	(407) 956-6805	SackmasterT@stifel.com	5 Years
Alan Murphy	Municipal Underwriting	Denver	(303) 291-5322	MurphyA@stifel.com	40 Years
Richard Beames	Municipal Sales and Trading	San Francisco	(415) 364-6822	RBeames@stifel.com	32 Years

Primary Banking Contact: Margaret Lezcano, Managing Director

111 N. Magnolia Ave., Suite 1175, Orlando, FL 32801 | (407) 956-6803 | LezcanoM@stifel.com



Margaret Lezcano joined the Orlando office of Stifel in 2013 and has 21 years of public finance banking experience. Prior to joining Stifel, Ms. Lezcano was a Managing Director and Head of the Southeast Public Finance Group at Loop Capital Markets. Ms. Lezcano started her career in New York, primarily as a Vice President with Goldman Sachs and a Director at Citigroup Global Markets.

Ms. Lezcano has extensive financing experience with local government issuers throughout the Southeast region and particularly within the State of Florida. Ms. Lezcano has senior managed local government transactions for the Central Florida Expressway Authority (formerly the Orlando Orange County Expressway Authority), the Greater Orlando Aviation Authority, Broward County, Miami-Dade County, Palm Beach County, Seminole County, and the Cities of Hialeah, Leesburg, Miami Lakes, Miami Gardens and Orlando, just to name a few. Other notable local experience in Florida include working with Osceola County, the Cities of Ocala, Pensacola, and Tamarac and the Reedy Creek Improvement District.

Of note, Ms. Lezcano was a senior banker for the Commonwealth of Puerto Rico's first forward bond offering, named "Deal of the Year" by *Institutional Investor* and a senior banker for the inaugural bond issuance by Florida Citizens Property Insurance Corporation, which was named "Deal of the Year" by *The Bond Buyer* in 2004.

Ms. Lezcano earned an M.P.P. from Harvard University's Kennedy School of Government and a B.A. from the University of Florida. Ms. Lezcano is registered with Series 7 and 63 securities licenses.

Additional Banking Contact: Matthew Sansbury, Managing Director

111 N. Magnolia Ave., Suite 1175, Orlando, FL 32801 | (407) 956-6805 | SansburyM@stifel.com



Matthew Sansbury has 14 years of public finance experience, providing investment banking services to municipal issuers across Florida. Mr. Sansbury joined Stifel in May 2012 after spending most of the first decade of his career with Raymond James & Associates, Inc. Mr. Sansbury began his career as an Analyst with the primary responsibility of providing debt overview profiles, performing detailed quantitative analyses and structuring complex transactions for various Florida municipalities. In 2005, Mr. Sansbury shifted his professional focus from the quantitative to the banking side of the business, and since then has provided lead banking services to numerous municipal issuers throughout Florida.

Mr. Sansbury has worked, either as lead or support banker, on over 180 financings within the State valued at a total par amount in excess of $28.6 billion. Mr. Sansbury has experience with the entire gamut of municipal credits including bonds backed by an issuer's covenant to budget and appropriate from all legally available non-ad valorem revenues (CB&A), ad valorem property taxes, water and sewer system revenues, electric system revenues, stormwater system revenues, solid waste system revenues, gas taxes, sales taxes, guaranteed entitlement revenues, tourist development taxes, tax increment revenues, special assessments, and financings for counties, cities, local governmental agencies, school districts, community redevelopment agencies, mass transit systems and airports.

Most recently, Mr. Sansbury has led senior managed engagements for Daytona Beach, Leesburg, Madeira Beach, Orlando, St. Pete Beach and the School Boards of Highlands and Marion Counties and is currently working on senior managed financings for Leesburg and Riviera Beach. Mr. Sansbury has provided recent co-managed banking services to Fernandina Beach, Miramar, Orlando, Pembroke Pines, Charlotte County, the Schools Boards of Brevard, Escambia, Hillsborough, Lee, St. Johns, St. Lucie and Volusia Counties, Citizens Property Insurance Corporation and the South Florida Water Management District. Mr. Sansbury is also financial advisor to the City of Clearwater.

Mr. Sansbury received a B.S.B.A. from the Warrington College of Business at the University of Florida and an M.B.A. from the University of South Florida. Mr. Sansbury is registered with Series 7, 53 and 63 licenses.

Quantitative Leadership: Timothy Sackmaster, Associate

111 N. Magnolia Avenue, Suite 1175, Orlando, FL 32801 | (407) 956-6805 | SackmasterT@stifel.com



Timothy Sackmaster joined Stifel in May 2012 after spending the previous year as an Analyst with Raymond James & Associates, Inc. Prior to working in the public finance industry, Mr. Sackmaster served a yearlong internship with the State of Florida's State Board of Administration in the Strategic Investments Division. Mr. Sackmaster's responsibilities at Stifel include developing debt overview profiles of various municipal issuers, providing new money and refunding analyses, transaction execution, and developing complex cash flow and debt financing models.

Mr. Sackmaster has severed as a quantitative analyst on over 35 financings exceeding $1.8 billion in par amount for Florida transactions. He has spent his career providing analytical support for Florida issuers and has experience with credits including: certificates of participation, water and wastewater revenue, solid waste revenue, sales tax revenue, covenant to budget and appropriate, sea port revenue, general obligation, tourist development tax, non-tax revenue,

among others. Mr. Sackmaster most recently led Stifel's quantitative efforts on senior managed engagements with Hialeah, Orlando, St. Pete Beach, Seminole County, and the School Boards of Highlands and Marion County.

Mr. Sackmaster received Bachelor and Master's degrees in Finance from Florida State University. He is currently registered with Series 7 and 63 securities licenses.

Underwriting: Alan Murphy, Managing Director

1125 17th Street, Suite 1600, Denver, CO 80202 | (303) 291-5322 | MurphyA@stifel.com



Alan Murphy joined Stifel in October 2009 to increase the firm's national negotiated underwriting presence in the Southeast and Northeast and to lead its national competitive underwriting platform. Mr. Murphy has four decades of municipal bond underwriting and trading experience. From 2008-2010 he served on the Board of Directors for the MSRB, serving as the Vice Chairman during his last year. Mr. Murphy also served as Secretary of the Municipal Forum in New York and President of the Municipal Bond Club of New York.

Prior to joining Stifel, Mr. Murphy served as the head of municipal underwriting and co-head of tax-exempt fixed income at Prudential Securities, a firm which was active in the Florida municipal underwriting market. His tenure there lasted 28 years. After leaving Prudential Securities, Mr. Murphy was responsible for opening the U.S. capital markets operations at Popular Securities, Inc. and the Northeast regional trading office of Duncan Williams Inc. Mr. Murphy has recently provided lead or support underwriting services on financings for numerous Florida municipalities including the Counties Charlotte, Miami-Dade, Palm Beach and Seminole and Cities of Daytona Beach, Hialeah, Kissimmee, Leesburg, Madeira Beach, Miramar, Orlando, Pembroke Pines, and St. Pete Beach.

Mr. Murphy received an M.B.A. in Finance from the University of Tennessee and a B.S. in Economics from the University of North Carolina at Wilmington. Mr. Murphy is currently registered with Series 7, 24, 53 and 63 securities licenses.

Institutional Sales: Richard Beames, National Institutional Sales Manager

One Montgomery Street, Suite 3700, San Francisco, CA 94104 | (415) 364-6822 | RBeames@stifel.com



Richard Beames has been working in San Francisco in the municipal bond business since 1983. Mr. Beames joined Stone & Youngberg in 1998, bringing with him excellent relationships with mutual fund portfolio managers and investment advisors. In 2002, Mr. Beames became Stone & Youngberg's National Municipal Institutional Sales Manager and was chosen to continue in this role with Stifel upon Stone & Youngberg being acquired by Stifel in October 2011.

Mr. Beames maintains sales coverage of major institutional investors across the country and is in constant contact with these professionals. Mr. Beames has served two terms on the MSRB Professional Qualifications Advisory Committee and he is a past President of the San Francisco Municipal Bond Club.

Mr. Beames earned a B.S. degree from Stanford University. Mr. Beames is currently registered with Series 7, 24, 53 and 63 securities licenses.

Tab 1. Firm's Introduction

c. For the proposed personnel, provide a list of three Florida references in the last 3 years while employed at the Firm submitting the proposal. Provide the client's contact information, including phone number and email address. City of Cocoa References Form is provided herein. .

Provided below are three client references for Margaret Lezcano and Matthew Sansbury, the Stifel bankers who will serve as the primary contacts for the City during the proposed engagement. Ms. Lezcano and Mr. Sansbury provided senior managed banking services to each of these clients while employed at Stifel. The completed references form for each of these issuers can be found in Appendix E of this proposal.

MARGARET LEZCANO' S RECENT CLIENT REFERENCES

MR. CHRISTOPHER MCCULLION
DEPUTY CHIEF FINANCIAL OFFICER, CITY OF ORLANDO
400 S. Orange Avenue, 4th Floor
Orlando, Florida 32802
(407) 246-2346 | christopher.mccullion@cityoforlando.net

Senior Managed Services Provided:
$59,035,000 Capital Improvement Refunding Special Revenue Bonds, Series 2016B
$26,425,000 Capital Improvement Special Revenue Bonds, Series 2016C

MR. EDWARD BASS
DIRECTOR OF RESOURCE MANAGEMENT, SEMINOLE COUNTY
1101 E. First Street
Sanford, Florida 32771
(407) 665-7176 / ebass@seminolecountyfl.gov

Senior Managed Services Provided:
$149,270,000 Water and Sewer Revenue Refunding Bonds, Series 2015A
$32,025,000 Water and Sewer Revenue Refunding Bonds, Series 2015B

MS. INES BEECHER
BUDGET DIRECTOR, CITY OF HIALEAH
501 Palm Avenue, 4th Floor
Hialeah, Florida 33010
(305) 883-5931 | ibeecher@hialeahfl.gov

Senior Managed Services Provided:
$25,000,000 Taxable Special Obligation Revenue Bonds, Series 2015A
$21,145,000 Special Obligation Refunding Revenue Bonds, Series 2015B

MATTHEW SANSBURY'S RECENT CLIENT REFERENCES

MR. BILL SPINELLI
FINANCE DIRECTOR, CITY OF LEESBURG
501 W. Meadow Street
Leesburg, Florida 34748
(352) 728-9714 / william.spinelli@leesburgflorida.gov

Senior Managed Services Provided:
$19,290,000 Electric System Refunding Revenue Bonds, Series 2016
$15,345,000 Capital Improvement Refunding Revenue Bonds, Series 2013

MS. ELAINE EDMUNDS
ADMINISTRATIVE SERVICES DIRECTOR, CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, Florida 33706
(727) 363-9250 | elaine@stpetebeach.org

Senior Managed Services Provided:
$13,000,000 Capital Improvement Revenue Bonds, Series 2015

MS. PATRICIA BLISS
CHIEF FINANCIAL OFFICER, CITY OF DAYTONA BEACH
301 S. Ridgewood Avenue
Daytona Beach, Florida 32114
(386) 671-8060 | blissp@codb.us

Senior Managed Services Provided:
$54,450,000 Utility System Refunding and Improvement Revenue Bonds, Series 2012

TAB 2

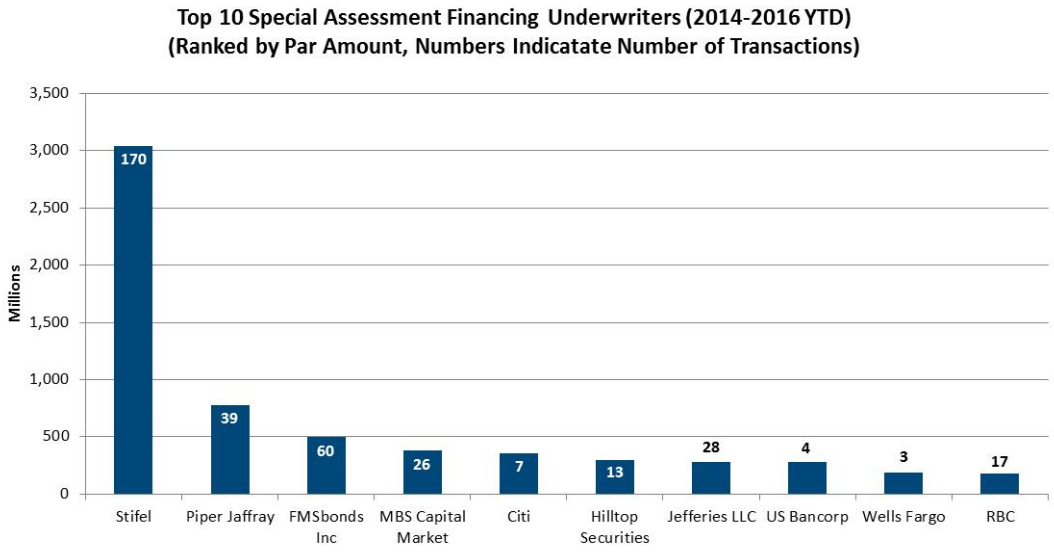
Tab 2. Experience

a. Provide a listing of the Senior Manager experience with Special Assessment Bonds and Refunding Bonds, since January 1, 2014, and identify the role of each individual responsible for the transaction while employed at the Firm submitting the proposal. The listing should include:

1. Issuer
2. Date of issue
3. Par amount
4. All-in-TIC
5. Underlying rating
6. The underwriter's gross spread breakdown including management fee and expenses.

SPECIAL ASSESSMENT BOND UNDERWRITING EXPERIENCE

As the nation's leading underwriting of special assessment bonds, Stifel has demonstrated experience structuring and selling these credits through multiple distribution channels which enhances our ability to secure the lowest possible borrowing costs and highest number of investors for our clients. Since 2014, Stifel has served as senior manager on nearly 40% of all special assessment backed transactions issued in the municipal market, totaling over $3 billion of bonds nationwide, according to industry league tables.



Provided in the table below is a year-by-year breakdown of Stifel's national special assessment senior managed underwriting experience. A complete listing of the firm's experience senior managing special assessment transactions can be found in Appendix A to this proposal.

Stifel's Senior Managed Special Assessment Bond Underwriting Experience		
Year	# of Deals	Par ($M)
2014	60	978.209
2015	90	1,864.676
2016 YTD	20	197.745
Total	170	3,040.630

Source: Thomson Reuters' SDC Platinum (as of May 20, 2016)

REFUNDING BOND UNDERWRITING EXPERIENCE

Since 2014, Stifel has served as senior manager on 1,185 refunding transactions valued at $26.6 billion in total par amount. This experience ranks Stifel has the top underwriter for refunding bonds by number of issues and the 7th based on par amount, according to industry league tables. During this same time period, Stifel has served as co-manager on 586 refunding transactions valued at $66.2 billion in total par amount. Provided in the table below is a year-by-year breakdown of this experience. A complete listing of the firm's experience senior managing refunding transactions can be found in Appendix B to this proposal.

Stifel's Refunding Bond Underwriting Experience				
	Senior Managed		Co-Managed	
Year	# of Deals	Par ($M)	# of Deals	Par ($M)
2014	377	8,304.799	195	24,414.267
2015	578	13,067.001	280	28,483.470
2016 YTD	230	5,254.937	111	13,314.577
Total	1,185	26,626.737	586	66,212.314

Source: Thomson Reuters' SDC Platinum (as of May 20, 2016)

Senior Manager Rankings (2014-2016 YTD) Refunding Bond Transactions			
Rank	Firm	# of Issues	Par ($mm)
1	Stifel Nicolaus & Co Inc	1,128	24,694.9
2	Raymond James	937	22,709.0
3	RBC Capital Markets	889	32,112.3
4	Robert W Baird & Co Inc	887	9,689.9
5	Piper Jaffray & Co	863	19,402.1
6	Citi	583	58,133.0
7	Bank of America Merrill Lynch	542	68,975.4
8	J P Morgan Securities LLC	480	58,458.1
9	Morgan Stanley	472	44,782.8
10	D A Davidson & Co	381	2,756.6

Source: Thomson Reuters' SDC Platinum (as of 05/20/16)

Rankings exclude private placements and rank ineligible transactions

Provided below are two case studies of recent refunding transactions for Florida local governments in which Stifel senior managed.

Case Study: City of Leesburg, Florida

$19,290,000 Electric System Refunding Revenue Bonds, Series 2016

Stifel's Role: Senior Manager

In February 2016, Stifel was selected by the City of Leesburg to senior manage a refunding of the City's then-outstanding Electric System Revenue Bonds, Series 2007A. Prior to and after being hired, Stifel provided periodic analyses to the City highlighting the potential savings associated with this refunding and also monitored a refunding of the City's outstanding Electric System Refunding Revenue Note, Series 2013 and Electric System Refunding Revenue Note, Series 2014 (both bank loans). Stifel worked with the City's finance team to make sure that the documentation

authorizing the Series 2016 issuance was flexible enough to allow the City to decide at pricing whether to include these additional refundings in the Series 2016 financing. In addition, bond documentation allowed for the use of bond insurance on all, none or part of the transaction, depending on its economic feasibility at pricing, and allowed a debt service reserve fund to be funded at any level necessary to effectively market the bonds to investors, including at $0.

The Electric System's weak service area income levels and the high rates charged to customers unfortunately resulted in the Series 2016 Bonds being downgraded by Standard & Poor's from an "A-plus" to an "A" prior to the bond pricing. Fitch did not take an adverse rating action and instead confirmed the Series 2016 Bonds rating of "A-plus."

Two days prior to pricing, Stifel and the City's finance team determined that the best course of action for the City was to refund the Series 2007 Bonds and Series 2014 Note with the Series 2016 Bonds, while at the same time restructuring the Series 2013 Note with the original bank loan provider. It was also determined through extensive pre-marketing that bond insurance was not of significant value to investors, given the strength of the Bonds' underlying credit. The essential service nature of the credit and the Electric System's high liquidity (days' cash-on-hand) levels resulted in the Series 2016 Bonds not needing a debt service reserve fund, which provided significant financial benefit to the City.

Stifel priced the Series 2016 Bonds two days after the City separately priced its Utility System Refunding Revenue Bonds, Series 2016 which had credit ratings of "Aa3" and "AA-minus". The Electric System Bonds priced at spreads only between five and 15 basis points higher in comparable maturities than the Utility System Bonds, even though its ratings were one-to-two notches lower and the Electric System Bonds were priced in a rising interest rate market. The City's Series 2016 Bonds were one-to-three times oversubscribed in nearly every maturity, exemplifying that Stifel had truly tested the market during pricing rather than using spreads that would simply "clear the market." In the end, the City was able to generate PV savings of $3.2 million through the transaction, equating to 12.73% of the refunded par amount.

Case Study: Seminole County, Florida

$149,270,000 Water and Sewer Refunding Revenue Bonds, Series 2015A
$32,025,000 Water and Sewer Refunding Revenue Bonds, Series 2015B (Extended Delivery)
Stifel's Role: Senior Manager

Stifel served as senior manager for the refunding of two series of Seminole County's Water and Sewer Revenue Bonds in 2015. To provide the County with maximum flexibility at the time of pricing, the financing team structured the advance refunding of the Series 2006 Bonds and the extended delivery refunding of the Series 2005 Bonds (approximately 10 weeks between pricing and closing) under separate offering documents. Instead of proceeding with a traditional "forward refunding" structure on the Series 2015B Bonds, which adds complexity and risk to the County, Stifel agreed to underwrite these bonds utilizing a standard bond purchase agreement with no need for investor letters or other stringent requirements, and coined the term "extended delivery."

Stifel led an extensive pre-marketing effort that included individual investor conference calls the day before pricing. These calls took place from Stifel's underwriting desk in New York and in the presence of County staff and Chairman of the Board of County Commissioners. Stifel invited and encouraged the co-managers to participate on the pre-pricing call to discuss investor feedback and market conditions. Based on this feedback, Stifel ran numerous computations and had several follow-up conversations with the County and its financial advisor regarding alternative coupon structures, yield-to-call versus yield-to-maturity, and optionality value to determine the most efficient structure.

The bond market on the day of pricing was volatile and extremely challenging, with yields rising throughout the yield curve. Despite these conditions, Stifel entered the market with aggressive yields, five-to-10 basis points below the

pricing views of the co-managers. This strategy of "testing the market" seemed to pay off as upon termination of the order period, $142,770,000 of the total $181,295,000 that was offered (or 79% of the bonds) ended up being one-to-two times oversubscribed. Furthermore, no maturities of the remaining $38,525,000 of bonds were more than four times oversubscribed. At the end of pricing, Stifel underwrote approximately $5 million in bonds at the originally offered yields. The successful pricing of the Series 2015A and Series 2015B Bonds resulted in over $29 million in gross savings or $21.5 million on a present value basis, representing 11.4% of the refunded par amount.

Tab 2. Experience

b. The City intends to use one rating agency to rate the Fire Assessment Bonds. It is anticipated that the rating will be in the A3 range. Provide your recommendation regarding the use of insurance versus a rated bond issue for: I) the Capital Improvement Refunding Revenue Bonds and II) the Fire Assessment Bonds, and explain why. If rated, how many credit ratings would you recommend?

USE OF BOND INSURANCE

The municipal bond insurance market is practically unrecognizable from where it was approximately a decade ago. In 2007, there were seven bond insurers that were rated "AAA" by all three major rating agencies. Today, there are none. There are, however, three bond insurers with a rating in the "AA" category from S&P that are active in today's municipal market: Assured Guaranty (which consists of Assured Guaranty Municipal Corp. ("AGM"), Assured Guaranty Corp. ("AGC"), and Municipal Assurance Corp. ("MAC")), Build America Mutual ("BAM"), and National Public Finance Guarantee ("NPFG"). Each of these insurers has the potential to provide some economic benefit to financings with credit ratings in the single "A" category and below. In addition, each of these insurers can provide debt service reserve fund surety policies which may be beneficial to municipal issuers who value such a product.

Capital Improvement Refunding Revenue Bonds, Series 2016

In looking at the City's proposed Capital Improvement Refunding Revenue Bonds, Series 2016, with an estimated rating in the "A1/A+" category, the following table shows (in the last row) those maturities that would benefit from insurance provided by either AGM or BAM, the two highest rated insurers in the market, assuming a bond insurance premium at 20 basis points.

Bond Insurance Breakeven Analysis
Capital Improvement Refunding Revenue Bonds, Series 2016*

Maturity	Coupon	Uninsured Yield	Insured Yield	Uninsured YTM	Insured YTM	YTM Spread	PV Savings**	Total Debt Svc**	Breakeven Premium	Insure?
10/01/18	3.000%	0.86%	0.86%	0.860%	0.860%	0.000%	(0.00)	5,086.12	0.000%	No
10/01/19	3.000%	1.03%	1.03%	1.030%	1.030%	0.000%	(0.00)	5,154.64	0.000%	No
10/01/20	3.000%	1.18%	1.18%	1.180%	1.180%	0.000%	(0.00)	5,236.16	0.000%	No
10/01/21	4.000%	1.35%	1.33%	1.350%	1.330%	0.020%	4.82	5,332.68	0.090%	No
10/01/22	4.000%	1.51%	1.48%	1.510%	1.480%	0.030%	8.58	5,444.21	0.158%	No
10/01/23	4.000%	1.67%	1.63%	1.670%	1.630%	0.040%	13.18	5,570.73	0.237%	Yes
10/01/24	4.000%	1.83%	1.78%	1.830%	1.780%	0.050%	18.57	5,712.25	0.325%	Yes
10/01/25	4.000%	2.01%	1.96%	2.010%	1.960%	0.050%	20.54	5,882.27	0.349%	Yes
10/01/26	4.000%	2.17%	2.12%	2.170%	2.120%	0.050%	22.43	6,060.29	0.370%	Yes
10/01/27	4.000%	2.32%	2.27%	2.445%	2.399%	0.046%	22.25	6,319.71	0.352%	Yes
10/01/28	4.000%	2.48%	2.43%	2.687%	2.644%	0.043%	22.06	6,586.83	0.335%	Yes
10/01/29	4.000%	2.58%	2.53%	2.848%	2.807%	0.041%	21.94	6,825.07	0.321%	Yes
10/01/30	4.000%	2.67%	2.62%	2.980%	2.942%	0.038%	21.83	7,059.62	0.309%	Yes
10/01/31	4.000%	2.72%	2.67%	3.068%	3.031%	0.036%	21.77	7,273.90	0.299%	Yes
10/01/32	4.000%	2.77%	2.72%	3.145%	3.111%	0.035%	21.70	7,488.99	0.290%	Yes
10/01/33	4.000%	2.82%	2.77%	3.215%	3.182%	0.033%	21.64	7,704.89	0.281%	Yes
10/01/34	4.000%	2.88%	2.83%	3.284%	3.252%	0.032%	21.57	7,927.36	0.272%	Yes
10/01/35	4.000%	2.93%	2.88%	3.341%	3.310%	0.031%	21.51	8,145.03	0.264%	Yes
10/01/36	4.000%	2.98%	2.93%	3.393%	3.363%	0.030%	21.45	8,363.57	0.256%	Yes
10/01/37	4.000%	3.03%	2.98%	3.441%	3.412%	0.029%	21.39	8,582.99	0.249%	Yes

**Assumes "A1" or "A+" underlying rating from Moody's or S&P, respectively.*

***Uses YTM for callable premium bonds.*

At first glance of the table on the previous page, it seems like a "no-brainer" that the City should insure a significant portion of its proposed Capital Improvement Refunding Revenue Bonds at the assumed insurance cost of 20 basis points. However, when we dig a little deeper into what this benefit actually means in terms of money saved by the City, the decision becomes less clear. Over the life of the proposed transaction, a partially insured structure with credit enhancement in years 2023-2037 provides the City with only $15,200 in gross debt service savings, or $11,600 in present value debt service savings, when compared to an uninsured structure. This is due to the fact that the proposed issuance is relatively small ($8.8 million) and the spreads between the uninsured and insured maturities are also small (5 basis points on the long-end) given the anticipated underlying ratings in the high "A" category.

Recommendation: Given the relatively low amount of debt services savings that are generated through credit enhancement, Stifel recommends at this time that the City issue its proposed Capital Improvement Refunding Revenue Bonds, Series 2016, without bond insurance. The debt service savings generated from insuring these bonds are not significant enough to warrant the City having to agree to extra constraints that the bond insurers will undoubtedly need as a condition of insurance. In addition, with insurance, the City will need to provide continuing disclosure as it relates to the credit ratings of the bond insurers over the life of the financing, which can be time consuming and cumbersome. With that said, Stifel still recommends that the City receive bids from both AGM and BAM during the financing process and delay a final determination with regards to credit enhancement until after document review and pricing, as the market can change between now and then.

Fire Special Assessment Bonds, Series 2016

In looking at the City's proposed Fire Special Assessment Bonds, Series 2016 with an estimated rating of "A3" by Moody's, the following table highlights those maturities that would benefit from insurance provided by either AGM or BAM assuming a bond insurance premium of 20 basis points.

Bond Insurance Breakeven Analysis
Fire Special Assessment Bonds, Series 2016*

Maturity	Coupon	Uninsured Yield	Insured Yield	Uninsured YTM	Insured YTM	YTM Spread	PV Savings**	Total Debt Svc**	Breakeven Premium	Insure?
10/01/18	3.000%	0.91%	0.91%	0.910%	0.910%	0.000%	(0.00)	5,091.13	0.000%	No
10/01/19	3.000%	1.08%	1.08%	1.080%	1.080%	0.000%	(0.00)	5,162.15	0.000%	No
10/01/20	4.000%	1.25%	1.25%	1.250%	1.250%	0.000%	(0.00)	5,250.17	0.000%	No
10/01/21	4.000%	1.42%	1.40%	1.420%	1.400%	0.020%	4.81	5,350.19	0.090%	No
10/01/22	4.000%	1.61%	1.58%	1.610%	1.580%	0.030%	8.56	5,474.22	0.156%	No
10/01/23	4.000%	1.77%	1.73%	1.770%	1.730%	0.040%	13.14	5,605.74	0.234%	Yes
10/01/24	4.000%	1.93%	1.88%	1.930%	1.880%	0.050%	18.49	5,752.26	0.321%	Yes
10/01/25	4.000%	2.11%	2.04%	2.110%	2.040%	0.070%	28.65	5,918.28	0.484%	Yes
10/01/26	4.000%	2.27%	2.20%	2.270%	2.200%	0.070%	31.27	6,100.31	0.513%	Yes
10/01/27	4.000%	2.42%	2.34%	2.538%	2.464%	0.074%	35.47	6,355.34	0.558%	Yes
10/01/28	4.000%	2.58%	2.50%	2.774%	2.704%	0.069%	35.17	6,623.07	0.531%	Yes
10/01/29	4.000%	2.68%	2.60%	2.929%	2.864%	0.065%	34.98	6,861.94	0.510%	Yes
10/01/30	4.000%	2.77%	2.67%	3.057%	2.980%	0.077%	43.56	7,086.42	0.615%	Yes
10/01/31	4.000%	2.82%	2.72%	3.140%	3.068%	0.073%	43.43	7,301.16	0.595%	Yes
10/01/32	4.000%	2.87%	2.77%	3.215%	3.145%	0.069%	43.31	7,516.71	0.576%	Yes
10/01/33	4.000%	2.92%	2.82%	3.281%	3.215%	0.066%	43.19	7,733.08	0.558%	Yes
10/01/34	4.000%	2.98%	2.88%	3.348%	3.284%	0.064%	43.05	7,956.03	0.541%	Yes
10/01/35	4.000%	3.03%	2.93%	3.402%	3.341%	0.061%	42.93	8,174.19	0.525%	Yes
10/01/40	5.000%	2.96%	2.88%	3.871%	3.827%	0.044%	34.08	9,592.97	0.355%	Yes
10/01/46	5.000%	3.03%	2.95%	4.025%	3.986%	0.039%	33.79	10,980.24	0.308%	Yes

**Assumes "A1" underlying rating from Moody's.*

***Uses YTM for callable premium bonds.*

Much like our previous analysis as it related to the Capital Improvement Refunding Revenue Bonds, the City must dig deeper into the numbers to determine what the true benefit of bond insurance is for the proposed Fire Special Assessment Bonds. When comparing the debt service of the two structures, the City's debt service would decrease by approximately $42,300 on a gross basis and $26,900 on a present value basis by purchasing insurance from either AGM or BAM for a majority of the loan (2023-2046 maturities).

Recommendation: Given that the Fire Special Assessment Bonds are estimated to have a credit rating of "A3," the benefit of insurance is greater than we see for the "A1/A+" rated Capital Improvement Refunding Revenue Bonds. However, the benefit is not as significant as one might initial think due to the relatively small size of the proposed financing ($7.1 million). At the current levels, Stifel recommends that the City consider insuring a portion of its Fire Special Assessment Bonds. Much like our previous analysis, Stifel encourages the City to solicit insurance bids from both AGM and BAM and make its final decision as to insurance at pricing when all the information has been gathered and can be analyzed fully by the City, Senior Manager and Financial Advisor.

Number of Rating Agencies

Stifel sees little benefit to approaching more than one rating agency for either of the two proposed financings, as long as the rating agency that is used is either Moody's or Standard & Poor's. Each rating will cost between $15,000 and $20,000, which given the size of the proposed financing equates to a per bond price of approximately $2.00 to $2.50. Therefore, the cost of getting multiple ratings is significant and provides very little benefit under current market conditions.

Recommendation: Approach either Moody's or S&P for a single rating on the Capital Improvement Refunding Revenue Bonds, Series 2016 and Fire Special Assessment Bonds, Series 2016. If bond insurance is a possibility on either or both financings, the City may consider getting an S&P rating as opposed to a Moody's rating as S&P rates each of the major bond insurers in the market in the "AA" category while Moody's rates them in the mid-to-low "A" category. If the City only has a Moody's credit rating and buys insurance, it must pay a separate ratings fee to S&P in order to market the insurer's "AA" rating. The City would be exempt from paying another credit agency fee if it already purchased a credit rating from S&P.

Stifel's Recent Experience with Rating Agencies

Although Financial Advisors typically lead the effort in the rating agency process, it is always Stifel's preference to be actively engaged in the strategy and preparation of rating agency presentations and/or potential questions. Having an extra set of eyes to review the City's credit profile and help prepare staff for potential questions and/or concerns from the rating agencies should be part of the responsibility of the senior underwriter. Furthermore, there is no harm or incremental cost to the City for having its senior manager involved in the rating agency process.

Stifel has significant recent experience working with rating agencies. Provided in the table on the following page are recent Florida senior managed financings in which Stifel's bankers led or assisted with the ratings process and the results of these efforts since May 2014.

Stifel's Recent Experience with Rating Agencies on Florida Senior Managed Transactions				
Issuer	Issue	Series	Ratings	Ratings Action
Orlando	Cap Imp Ref Spec Rev Bonds	Series 2016 B&C	Aa2/AA/AA+	Confirmation
Hialeah	Special Oblig Rev & Ref Rev Bonds	Series 2015 A&B	NR/A+/A-	New Rating
Marion County Schools	Ref Certificates of Participation	Series 2015 B	A2/NR/A	Confirmation
St. Pete Beach	Capital Improvement Rev Bonds	Series 2015	Aa3/NR/NR	Confirmation
Seminole County	Water and Sewer Rev Ref Bonds	Series 2015 A&B	Aa2/AA/NR	Upgrade (S&P)
Volusia County Schools	Ref Certificates of Participation	Series 2014 B	Aa2/NR/A+	Confirmation
Highlands County Schools	Cap Imp & Ref Rev Bonds	Series 2014 A	NR/NR/A+	New Rating

Tab 2. Experience

c. The selection of underwriter's counsel shall be at the discretion of the senior managing underwriter. The "CITY" requests that each candidate for senior managing underwriter identify Firms which it would consider for this role. The "CITY" expects the Firms being considered to be listed in the Bond Buyer's Municipal Marketplace Directory (the "Red Book") and the current National Association of Bond Lawyers Directory. It is assumed that the Firms being considered will accept the compensation level specified in the expense portion of your Firm's fixed price spread proposal. Bryant Miller Olive will serve the City's Bond Counsel.

Provided below are law firms and attorneys, in alphabetical order by firm, that Stifel would recommend as Underwriter's Counsel for the proposed engagement.

Firm:	GrayRobinson, P.A.
Attorney:	Brian Fender
Address:	201 N. Franklin Street, Suite 2700, Tampa, Florida 33602 and 301 E Pine Street, Suite 1400, Orlando, Florida 32801
Phone / E-mail:	(813) 273-6677 / mspotts@bmolaw.com

Firm:	Llorente & Heckler, P.A.
Attorney:	Anitra Lanczi
Address:	801 Arthur Godfrey Road, Suite 401, Miami Beach, Florida 33140
Phone / E-mail:	(954) 278-6723 / alanczi@llorenteheckler.com

Firm:	Squire Patton Boggs
Attorney:	Sandy MacLennan
Address:	201 N. Franklin Street, Suite 2100, Tampa, Florida 33602
Phone / E-mail:	(813) 202-1353 / sandy.maclennan@squirepb.com

TAB 3

Tab 3. Underwriting Capabilities

a. Describe your Firm's distribution capabilities. Specify your National and Florida distribution capabilities and sales professionals, include the location and number of offices and financial consultants who will market the bonds.

Stifel has created a sales and trading platform that has made us one of the largest distributors of municipal bonds in the country. Through our institutional sales and trading arm, which is one of the largest and most active in the country, and our large and growing retail brokerage network, Stifel is able to distribute the City's bonds to a wide-range of potential buyers, increasing demand and lowering the City's cost of capital. The table below highlights Stifel's underwriting and distribution capabilities in Florida, in the Southeast and nationally.

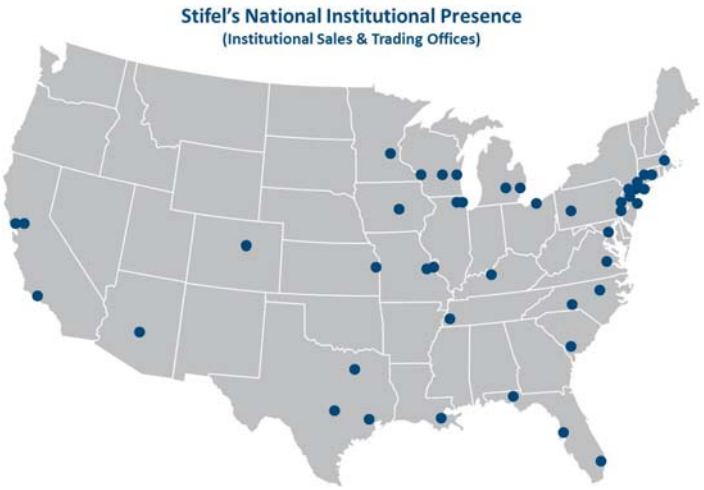
Stifel's Underwriting and Distribution Capabilities									
	Underwriting		Institutional Distribution			Retail Distribution			
	Offices	Underwriters	Offices	Sales/Traders	Accounts	Offices	Brokers	Accounts	Assets
Florida	-	-	3	7	80	20	120	30,457	$7.9 B
Southeast	2	3	10	45	325	82	434	133,591	$28.7 B
National	7	12	45	316	4,350	352	2,128	735,020	$157.4 B

The table below provides a detailed listing of Stifel's Florida retail brokerage offices, including the number of brokers, employees, accounts and assets under management for each office. Two of these offices are located locally in Brevard County (Melbourne and Titusville). While our Florida retail brokers actively place orders for their clients on many of our offerings, we would anticipate true "mom and pop" retail demand on the City's proposed Series 2016 Bonds to be somewhat limited due to fact that municipal interest rates are near historic lows. Stifel has over 330 other retail brokerage offices nationwide that will complement our Florida effort.

Stifel's Florida Retail Presence					
City	County	Brokers	Employees	Accounts	Assets ($mil)
Boca Raton	Palm Beach	17	24	3,799	1,326.6
Clearwater	Pinellas	4	7	1,740	281.0
Daytona Beach	Volusia	8	15	3,856	753.0
Fort Myers	Lee	5	6	818	191.5
Fort Pierce	St. Lucie	3	4	693	142.6
Gainesville	Alachua	2	3	913	144.6
Jacksonville	Duval	2	3	500	250.0
Melbourne	Brevard	4	8	2,042	326.2
Miami	Miami-Dade	2	4	265	511.0
Naples	Collier	7	9	1,204	372.5
Ocala	Marion	4	6	1,067	109.6
Palm Beach	Palm Beach	9	14	397	410.0
Palm Beach Gardens	Palm Beach	11	14	2,352	587.2
Pensacola	Escambia	11	21	4,273	902.5
Ponte Vedra	St. Johns	3	5	593	83.9
Sarasota	Sarasota	13	17	2,334	544.0
Stuart	Martin	4	6	963	277.4
Tampa	Hillsborough	5	7	1,014	409.3
Titusville	Brevard	2	3	727	59.2
Vero Beach	Indian River	4	6	907	193.8
Total	20 Offices	120	182	30,457	7,875.8

Underwriting Capabilities. Stifel currently has seven municipal underwriting desks nationwide and is the only investment banking firm to have at least one underwriting desk in each of the four continental U.S. time zones. The firm has 12 underwriters who focus not only on traditional tax-exempt fixed rate bonds, but also on taxable, AMT, high yield, variable rate, and bank qualified debt. The City's underwriting will be led by veteran underwriter Alan Murphy, who has 40 years of municipal underwriting experience, a vast majority of which he has spent covering the Southeast and Florida markets (see Mr. Murphy's bio in Tab 1.b.). Mr. Murphy will coordinate all underwriting efforts from the firm's Denver underwriting desk through constant communication with all seven of our underwriting desks and underwriters across the country.

Institutional Distribution Capabilities. From an institutional distribution standpoint, in addition to covering large institutional clients, Stifel covers thousands of small institutions in the Tier II and Tier III categories (such as regional corporations and trust departments). These types of buyers are frequently overlooked by institutional sales desks of major investment banks, even though they are significant buyers of municipal bonds. In fact, Stifel is one of the few large investment banks that have continued to maintain significant contact with these smaller institutions as we have grown into a "Top 10" national underwriting firm. This segment of buyers has proved to provide great benefit to Stifel's municipal clients.



Stifel's institutional sales efforts result in blanket coverage of over 4,350 institutional investors. Stifel's institutional distribution encompasses 234 fixed income sales professionals and 82 trading professionals located in 45 offices worldwide. Three of the firm's institutional sales/trading offices are located in Florida in Boca Raton, Rosemary Beach and Tampa. All institutional sales efforts will be led by Mr. Richard Beames as Municipal Institutional Sales Manager based out of the San Francisco office. The map contained herein highlights the location of Stifel's national institutional sales and trading offices.

As one of the largest municipal bond underwriters in the nation, Stifel has forged deep relationships with Tier II and Tier III institutional investors, specifically in the Midwest and western United States, which are areas that are traditionally ignored by the traditional "Wall Street" banks.

Retail Distribution Capabilities. At its core, Stifel is a retail brokerage firm with 2,128 retail brokers based in 352 offices in 45 states. The firm's retail salesforce manages more than $157 billion in assets and has grown more than 300% in terms of both sales representatives and assets under management since 2005. The firm is currently ranked 6th nationally in terms of size of our retail brokerage arm and continues to grow.

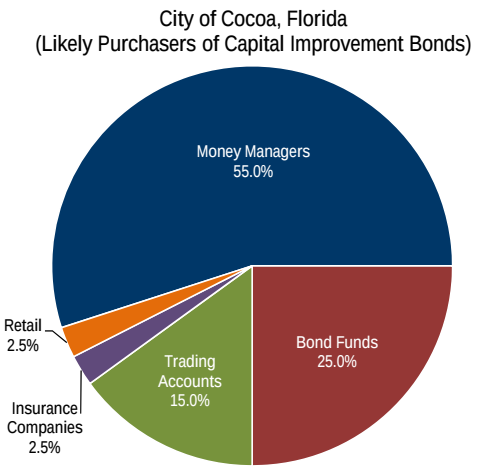


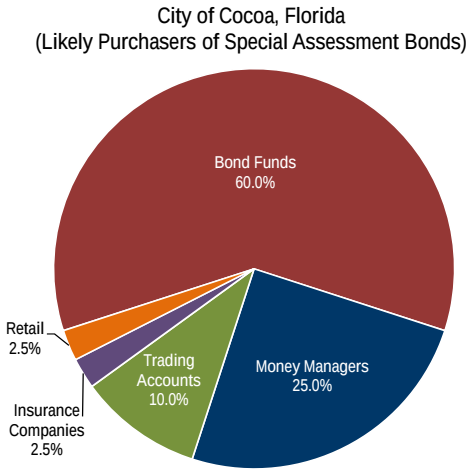
Currently in Florida, Stifel maintains 20 retail offices with 120 brokers who manage 30,457 accounts valued at approximately $7.9 billion.

Tab 3. Underwriting Capabilities

b. Identify likely purchasers of the bonds and the general percentage or breakdown by group (e.g. retail, institutional).

Prior to developing a marketing strategy, an underwriting firm must first determine who the likely buyers of a financing are based on a number of factors, including, but not limited to, the security backing the bonds, the credit rating, block size of individual maturities, the length to maturity, the use of bond insurance, and the tax status of the bonds. Provided in the charts below are Stifel's view on the potential buyers of the City's proposed bonds when taking into account all of these factors and more.





For the Capital Improvement Refunding Revenue Bonds, Series 2016, the City can expect money managers (including trust departments, investment advisors, professional retail, etc.) to play a key role in the distribution process, especially if a 4% coupon structure is utilized such as the one Stifel proposes in our Plan of Finance provided in Appendix C to this proposal. Municipal bond funds will also like the tax-backed credit of these bonds and will play a major role in distribution. Miscellaneous accounts (including trading and arbitrage accounts) will play a more minor role and will be expected to place orders in maturities where more reliable buy-and-hold investors choose not to participate. Lastly, we would anticipate that insurance companies will play a limited role due in large part to the small size of the issue and true "mom and pop" retail investors will play little-to-no role given the extremely low municipal interest rates in today's market.

For the Fire Special Assessment Bonds, Series 2016, Stifel's Plan of Finance provided in Appendix D to this proposal structures in two term bonds in 2040 and 2046 with the hopes of attracting municipal bond funds to these maturities. These bond funds prefer sizeable blocks and by terming bonds up, Stifel is able to generate block sizes in excess of $1.4 million in each maturity. The serial bonds maturing in the earlier years will also attract some bond funds, but will mostly be sold to money managers and to some miscellaneous accounts (including trading and arbitrage accounts). Once again, we would anticipate little demand from insurance companies due to the underlying rating of "A3" and the small block sizes. Lastly, we would anticipate very little demand from true "mom and pop" retail investors given the assessment backed nature of the transaction and the extremely low interest rates found in today's municipal market.

Overall, money managers and municipal bond funds seem to have excess money to spend and have been participating in almost all rated municipal deals brought to market. Major players on recent Florida credits have included Nuveen Funds, Franklin Funds, Eaton Vance TABs, Eaton Vance managed accounts, Fidelity Funds and Wells Capital, just to name a few.

TAB 4

Tab 4. Plan of Finance

a. Provide your proposed management fee, expenses and all other components of gross spread, including take down for I and II Bond financing scenarios described above. Please specify in actual dollars, the costs which you expect to incur for underwriters' counsel fees and provide a budget for all other elements of underwriting expenses. Assume that the proposed bonds will be fixed rate obligations and issued in book-entry form. Settlement will be expected in Federal Funds.

Provided in the tables below are Stifel's proposed underwriter's discount and takedown by maturity for the Capital Improvement Refunding Revenue Bonds, Series 2016 and the Fire Special Assessment Bonds, Series 2016. In both cases we have used the assumptions detailed throughout Tab 4 of this proposal and assumed the City would obtain credit ratings of "A1/A+" for the Capital Improvement Refunding Revenue Bonds and "A3" for the Fire Special Assessment Bonds. Based on our response in Tab 2.b., we have assumed that the Capital Improvement Refunding Revenue Bonds are uninsured and the Fire Special Assessment Bonds are partially insured by either AGM or BAM.

Proposed Underwriter's Discount Capital Improvement Ref Revenue Bonds, Series 2016		
Underwriter's Expenses	$ per Bond	$ Amount
Underwriter's Counsel (1)	$1.42	$12,500.00
DTC	$0.09	$800.00
CUSIP Numbers	$0.07	$602.00
Ipreo (2)	$0.06	$499.77
Other / Miscellaneous	$0.11	$1,000.00
Total Underwriter's Expenses	$1.75	$15,401.77

Underwriter's Discount	$ per Bond	$ Amount
Management Fee	$0.00	$0.00
Average Takedown	$2.91	$25,647.50
Underwriter's Expenses	$1.75	$15,401.77
Total Underwriter's Discount	$4.66	$41,049.27

(1) Assumes same underwriter's counsel is used for both transactions.

(2) Assumes Stifel is sole manager.

Proposed Underwriter's Discount Fire Special Assessment Bonds, Series 2016		
Underwriter's Expenses	$ per Bond	$ Amount
Underwriter's Counsel (1)	$1.75	$12,500.00
DTC	$0.11	$800.00
CUSIP Numbers	$0.09	$623.00
Ipreo (2)	$0.06	$416.78
Other / Miscellaneous	$0.14	$1,000.00
Total Underwriter's Expenses	$2.14	$15,339.78

Underwriter's Discount	$ per Bond	$ Amount
Management Fee	$0.00	$0.00
Average Takedown	$3.58	$25,546.25
Underwriter's Expenses	$2.14	$15,339.78
Total Underwriter's Discount	$5.73	$40,886.03

(1) Assumes same underwriter's counsel is used for both transactions.

(2) Assumes Stifel is sole manager.

Proposed Takedown by Maturity		
Maturity	Capital Improvement	Fire Special Assessment
2018	$2.00	$2.50
2019-2021	$2.50	$3.00
2022-2035	$3.00	$3.50
2036-2037	$3.00	-
2040 Term	-	$3.75
2046 Term	-	$3.75
Average TD	$2.91	$3.58

Tab 4. Plan of Finance

b. Provide a table with the following information for I and II Bond financings scenarios:

Maturity dates by year, coupon rate, MMD as of May 22, 2016, for I) and II) above, and the spread to MMD you are proposing. Assume that the City's cost of issuance (bond counsel, disclosure counsel, financial advisor, printing, rating agency fees, etc.) is $120,000 for the each issue. Principal shall be payable annually, commencing on October 1, 2018, and interest shall be payable semi-annually, on each April 1 and October 1, commencing on October 1, 2016.

Note: Your "fees", along with yields in the competitive market, will be used to establish a pricing index that will be important to the City in considering scales proposed at the actual time of sale. Your interest rate scales should reflect levels which your Firm would, if necessary, be prepared to price and underwrite the bonds on May 22, 2016, with closing by September 30, 2016 for I) and II) Bond Financing scenarios.

Assume level debt service with a 10-year par call (do not extend the maturities of refunded bonds). Presume the Escrow for the I) Capital Improvement Refunding Revenue Bond Series 2016 will be net funded with SLGS. For financing scenario II) Fire Assessment Bonds, assume a 30 year final maturity.

CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS

The following table provides Stifel's proposed pricing scale for the City's Capital Improvement Refunding Revenue Bonds, Series 2016 based on market conditions as of the close of business on May 20, 2016, the last business day before May 22. Due to the volatility of the market conditions, Stifel cannot make any commitments as to its ability to price or underwrite the City's bonds at these levels on a future date. However, Stifel has a history of pricing bonds aggressively and using our capital to support our municipal clients during pricing and will do the same for the City.

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Proposed Interest Rate Scales
Capital Improvement Refunding Revenue Bonds, Series 2016*

	Uninsured Scenario				Insured Scenario				Difference
Maturity	Coupon	MMD**	Spread	Yield	Coupon	MMD**	Spread	Yield	in Spread
10/01/18	3.00%	0.71%	0.15%	0.86%	3.00%	0.71%	0.15%	0.86%	0.00%
10/01/19	3.00%	0.83%	0.20%	1.03%	3.00%	0.83%	0.20%	1.03%	0.00%
10/01/20	4.00%	0.95%	0.23%	1.18%	3.00%	0.95%	0.23%	1.18%	0.00%
10/01/21	4.00%	1.07%	0.28%	1.35%	4.00%	1.07%	0.26%	1.33%	0.02%
10/01/22	4.00%	1.18%	0.33%	1.51%	4.00%	1.18%	0.30%	1.48%	0.03%
10/01/23	4.00%	1.29%	0.38%	1.67%	4.00%	1.29%	0.34%	1.63%	0.04%
10/01/24	4.00%	1.40%	0.43%	1.83%	4.00%	1.40%	0.38%	1.78%	0.05%
10/01/25	4.00%	1.53%	0.48%	2.01%	4.00%	1.53%	0.43%	1.96%	0.05%
10/01/26	4.00%	1.67%	0.50%	2.17%	4.00%	1.67%	0.45%	2.12%	0.05%
10/01/27	4.00%	1.77%	0.55%	2.32%	4.00%	1.77%	0.50%	2.27%	0.05%
10/01/28	4.00%	1.83%	0.65%	2.48%	4.00%	1.83%	0.60%	2.43%	0.05%
10/01/29	4.00%	1.88%	0.70%	2.58%	4.00%	1.88%	0.65%	2.53%	0.05%
10/01/30	4.00%	1.92%	0.75%	2.67%	4.00%	1.92%	0.70%	2.62%	0.05%
10/01/31	4.00%	1.97%	0.75%	2.72%	4.00%	1.97%	0.70%	2.67%	0.05%
10/01/32	4.00%	2.02%	0.75%	2.77%	4.00%	2.02%	0.70%	2.72%	0.05%
10/01/33	4.00%	2.07%	0.75%	2.82%	4.00%	2.07%	0.70%	2.77%	0.05%
10/01/34	4.00%	2.13%	0.75%	2.88%	4.00%	2.13%	0.70%	2.83%	0.05%
10/01/35	4.00%	2.18%	0.75%	2.93%	4.00%	2.18%	0.70%	2.88%	0.05%
10/01/36	4.00%	2.23%	0.75%	2.98%	4.00%	2.23%	0.70%	2.93%	0.05%
10/01/37	4.00%	2.28%	0.75%	3.03%	4.00%	2.28%	0.70%	2.98%	0.05%

**Assumes "A1" or "A+" underlying rating from Moody's or S&P, respectively.*

***Reflects "AAA" October Interpolated MMD as of close of business on May 20, 2016.*

FIRE SPECIAL ASSESSMENT BONDS

The following table provides Stifel's proposed pricing scale for the City's Fire Special Assessment Bonds, Series 2016 based on market conditions as of the close of business on May 20, 2016. Due to the volatility of the municipal market, Stifel cannot make any assertions as to its ability and/or willingness to price and potentially underwrite the City's bonds at these levels on a future date.

Proposed Interest Rate Scales
Fire Special Assessment Bonds, Series 2016*

	Uninsured Scenario				Insured Scenario				Difference
Maturity	Coupon	MMD**	Spread	Yield	Coupon	MMD**	Spread	Yield	in Spread
10/01/18	3.00%	0.71%	0.20%	0.91%	3.00%	0.71%	0.20%	0.91%	0.00%
10/01/19	3.00%	0.83%	0.25%	1.08%	3.00%	0.83%	0.25%	1.08%	0.00%
10/01/20	4.00%	0.95%	0.30%	1.25%	4.00%	0.95%	0.30%	1.25%	0.00%
10/01/21	4.00%	1.07%	0.35%	1.42%	4.00%	1.07%	0.33%	1.40%	0.02%
10/01/22	4.00%	1.18%	0.43%	1.61%	4.00%	1.18%	0.40%	1.58%	0.03%
10/01/23	4.00%	1.29%	0.48%	1.77%	4.00%	1.29%	0.44%	1.73%	0.04%
10/01/24	4.00%	1.40%	0.53%	1.93%	4.00%	1.40%	0.48%	1.88%	0.05%
10/01/25	4.00%	1.53%	0.58%	2.11%	4.00%	1.53%	0.51%	2.04%	0.07%
10/01/26	4.00%	1.67%	0.60%	2.27%	4.00%	1.67%	0.53%	2.20%	0.07%
10/01/27	4.00%	1.77%	0.65%	2.42%	4.00%	1.77%	0.57%	2.34%	0.08%
10/01/28	4.00%	1.83%	0.75%	2.58%	4.00%	1.83%	0.67%	2.50%	0.08%
10/01/29	4.00%	1.88%	0.80%	2.68%	4.00%	1.88%	0.72%	2.60%	0.08%
10/01/30	4.00%	1.92%	0.85%	2.77%	4.00%	1.92%	0.75%	2.67%	0.10%
10/01/31	4.00%	1.97%	0.85%	2.82%	4.00%	1.97%	0.75%	2.72%	0.10%
10/01/32	4.00%	2.02%	0.85%	2.87%	4.00%	2.02%	0.75%	2.77%	0.10%
10/01/33	4.00%	2.07%	0.85%	2.92%	4.00%	2.07%	0.75%	2.82%	0.10%
10/01/34	4.00%	2.13%	0.85%	2.98%	4.00%	2.13%	0.75%	2.88%	0.10%
10/01/35	4.00%	2.18%	0.85%	3.03%	4.00%	2.18%	0.75%	2.93%	0.10%
10/01/40	4.00%	2.36%	0.60%	2.96%	5.00%	2.36%	0.52%	2.88%	0.08%
10/01/46	4.00%	2.43%	0.60%	3.03%	5.00%	2.43%	0.52%	2.95%	0.08%

**Assumes "A3" underlying rating from Moody's.*

***Reflects "AAA" October Interpolated MMD as of close of business on May 20, 2016.*

Tab 4. Plan of Finance

c. YOUR FIRM'S RESPONSE MUST INCLUDE:

1. All-In TIC for financing scenarios for I) and II).

2. Net Present Value of savings in percentage and dollars and debt retirement schedules including annual savings, for the advance refunding of the I) Capital Improvement Revenue Bonds Series 2007.

3. Include all supporting debt retirement schedules for the financing structures you are recommending for I) and II) financing scenarios.

CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS

The table below provides key bond summary statistics for the City's proposed Capital Improvement Refunding Revenue Bonds, Series 2016. As can be seen from this table, the City is able to generate significant debt service savings through an advance refunding of its Capital Improvement Revenue Bonds, Series 2007 given the current interest rate environment. All debt schedules related to this issuance and all debt retirement schedules related to the proposed refunding can be found in our Plan of Finance provided in Appendix C to this proposal.

Bond Summary Statistics Capital Improvement Refunding Revenue Bonds, Series 2016*			
Statistic	Uninsured	Fully Insured	Partially Insured
Par Amount	$8,810,000	$8,805,000	$8,800,000
Insured Maturities	n/a	2018 - 2037	2023 - 2037
Bond Arbitrage Yield	2.51%	2.50%	2.50%
All-In TIC	3.06%	3.05%	3.05%
Maximum Annual Debt Service	$650,800	$650,800	$650,600
Total Debt Service	$13,284,903	$13,278,502	$13,269,702
Average Annual Savings	$71,420	$71,725	$72,144
Net PV Savings ($)	$1,164,706	$1,172,342	$1,176,187
Net PV Savings (%)	12.57%	12.65%	12.69%
Negative Arbitrage	$175,770	$174,926	$174,555
Escrow Efficiency	86.89%	87.02%	87.08%

**Assumes "A1" or "A+" underlying rating from Moody's or S&P, respectively.*

FIRE SPECIAL ASSESSMENT BONDS

The table below provides key bond summary statistics for the City's proposed Fire Special Assessment Bonds, Series 2016. Municipal interest rates are near historic lows, allowing the City to issue 30-year debt with an average life of nearly 19 years at an all-in cost of below 3.75%. All debt schedules related to this issuance can be found in our Plan of Finance provided in Appendix D to this proposal.

Bond Summary Statistics Fire Special Assessment Bonds, Series 2016*			
Statistic	Uninsured	Fully Insured	Partially Insured
Par Amount	$7,150,000	$7,130,000	$7,130,000
Insured Maturities	n/a	2018 - 2046	2023 - 2046
Bond Arbitrage Yield	2.80%	2.77%	2.76%
All-In TIC	3.74%	3.71%	3.71%
Maximum Annual Debt Service	$457,200	$456,250	$456,250
Total Debt Service	$13,513,392	$13,471,889	$13,471,089

**Assumes "A3" underlying rating from Moody's.*

TAB 5

Tab 5. Additional Information

a. Provide any additional information you feel will be helpful to the City in evaluating your qualifications to serve as underwriter on the City's financing.

Additional Structuring Consideration: Combined Issuance

While we understand that the City's proposed issuances of Capital Improvement Refunding Revenue Bonds, Series 2016 and Fire Special Assessment Bonds, Series 2016, have distinct purposes and sources of repayment, it is important to note that these sources of repayment are not required to match the actual pledged security on the bonds. Hence, the City could combine the two issuances under a common pledged revenue source, such as the City's covenant-to-budget and appropriate from legally available non-ad valorem revenues (CB&A), half-cent sales tax revenues, guaranteed entitlement revenues, or even a combination of these, and still use the bond proceeds to satisfy their intended purposes and use any legally available revenues to pay each financing's share of the principal and interest payments.

The reason why we include this strategy is because there are significant benefits from combining the two proposed issuances into one issuance under a common pledged security. For example, the City would be able to reduce costs of issuance given that many of these costs are fixed per transaction and those that are not fixed would only escalate by the increased par amount which is traditionally less than the costs for a separate issuance. Costs of issuance savings would not only come from legal services (bond counsel, disclosure counsel and underwriter's counsel), but also from underwriter deal related expenses, financial advisory fees, paying agent fees, printing fees and rating agency fees. Considering that each credit rating costs between $15,000 and $20,000, the savings alone from only requesting one rating as opposed to two (or more) is significant. On smaller financings, such as the City's proposed transactions, costs of issuance will typically represent a much higher percentage of par amount issued than with larger offerings.

Several other advantages exist to issuing one combined financing. Specifically, the City would be able to reduce its resource commitment that is required to complete two offerings with two separate sets of documentation. The City could also benefit from having a stronger security than either of the currently contemplated securities sources on a standalone basis. A CB&A security of the security of the City, for instance, will almost certainly be rated higher than the assumed "A3" rating of the Fire Special Assessment Bonds, which will lead to a lower interest rate cost for the City at the time of pricing. Lastly, institutional investors typical prefer larger bond block sizes, which could be achieved by combining the two issuances into one. This will increase investor demand and again result in a decrease in interest rates for the City.

If the City and/or financial advisor are concerned about the City's ability to advance refund the bonds associated with the Special Assessment project if it is combined with the advance refunding of the Series 2007 Bonds, this can be addressed in the bond documents by providing separate schedules for each purpose. Moreover, under existing tax law, if the refunding of the Series 2007 Bonds results in savings in every year, a pro-rata analysis can also be provided for purposes of identifying which bonds remain eligible for future advance refunding.

Supporting The City and its Mission

Stifel has long shown support to the City through secondary market trading of its outstanding bonds and by creating demand for the City's bonds through our retail system. Since 2013, Stifel has executed 70 secondary market trades of the City's bonds valued at an aggregate par amount of over $1 million. In addition, Stifel's retail accounts currently hold almost $1 million of the City's bonds in personal investment portfolios.

Stifel's bankers have consistently kept in contact with the City's staff to provide market updates, identify savings opportunities, discuss rating agency strategies and research publications. A list of our recent submissions to the City are summarized in the table on the following page.

Stifel's Recent Submissions to the City of Cocoa		
Date	Submission Type	Submission Topic
02/17/16	Memorandum (E-mail)	Updated Refunding Analysis of Cap Imp Series 2007 and W&S Series 2009A
01/19/16	Memorandum (E-mail)	Updated Refunding Analysis of Cap Imp Series 2007 and W&S Series 2009A
12/15/15	Presentation (In Person)	Stifel Overview / Refunding Analysis of Cap Imp Series 2007 and W&S Series 2009A
11/19/15	Shared Article (E-mail)	Shared Recommendation from *UrbanLand* Magazine
05/11/15	Discussion (E-mail & Phone)	Stifel 125th Anniversary Update
Weekly (since 2014)	E-mail	Stifel's Municipal Market Observer

Experience Underwriting Similarly Sized Transactions

While some of the large "Wall Street" investment banks tend to focus on larger transactions (above $50 million), Stifel has made a name for itself by focusing on serving smaller governmental entities, whose transactions are better aligned with the "middle market" niche of Stifel, with the same dedication as we do the largest municipal issuers in the country. Since 2014, Stifel has senior managed 1,230 national negotiated transactions with a par amount of $20 million or below. As the table below indicates, this ranks Stifel #1 in this market sector based on both number of issues and par amount underwritten.

Senior Manager Rankings (2014-2016 YTD) Negotiated Transactions Below $20,000,000			
Rank	Firm	# of Issues	Par ($mm)
1	Stifel Nicolaus & Co Inc	1,230	9,542.0
2	RBC Capital Markets	917	7,439.3
3	Piper Jaffray & Co	733	5,400.4
4	Robert W Baird & Co Inc	647	3,535.4
5	Raymond James	645	4,986.0
6	D A Davidson & Co	643	2,826.9
7	Ameritas Investment Corp	474	1,215.6
8	George K Baum & Company Inc	333	2,272.1
9	Roosevelt & Cross Inc	296	1,662.3
10	Fifth Third Securities Inc	268	2,026.3

Source: Thomson Reuters' SDC Platinum (as of 05/13/16)

Extensive Quantitative Capabilities

Stifel's Quantitative Group is specifically designed to generate high-level financial analyses and financing alternatives for our municipal clients using a variety of industry software and proprietary in-house models. The Quantitative Group is led by two senior-level bankers, who are corporate officers of the firm and combined have over 60 years of experience in the industry. These two dedicated professionals focus 100% of their time on providing financing solutions to our clients and on training the analysts and associates which comprise the Quantitative Group. Unlike many of our competitors, every financing brought to market by Stifel is reviewed, duplicated and signed off on by one of the firm's experienced quantitative professionals. Paul Luhmann, Managing Director (St. Louis), who has 28 years of experience structuring complex bond transactions and who has trained and managed over 100 analytical professionals throughout his career, will oversee all quantitative efforts with regards to the City's proposed transactions.

In addition, unlike most investment banks who house their quantitative support team in New York or other single destination, Stifel has a local analyst in many of our 26 public finance offices. In Orlando, Stifel is proud to have, Timothy Sackmaster, who has spent his career focusing on providing quantitative services to Florida issuers.

Stifel's First Time Buyer Program for the City

Stifel has recently introduced a marketing program developed to bring new, true Tier II and III investors to participate on a priority basis in our client transactions. The program, referred to as Stifel's "First Time Buyer Program" is designed to expand an issuer's investor base to achieve tight execution and an expanded universe of buyers.

Middle market investors are regular buyers of municipal bonds and are traditionally less price-sensitive than their Tier I counterparts. Orders from middle market buyers can help create valuable price tension at the time of pricing. However, Tier II and III investors traditionally have a narrower focus than large Tier I accounts because their relatively limited resources restrict market participation to select financings. Thus, relatively small orders from middle market buyers are often overlooked in the allotment process where preference is given to larger Tier I investors. In addition, issuers are often reluctant to allot new buyers because of the prevalence of "flippers" in the market and a desire to keep larger, more frequent buyers happy. The general expectation of receiving no allotment can: a) discourage sales representatives from promoting "new" credits to their Tier II and III accounts and b) discourage Tier II and III accounts from placing orders if they do not expect to be allotted bonds even with favorable feedback from the sales staff. Utilizing Stifel's "First Time Buyer Program" will allow the City to expand its investor base by mitigating the risk of non-allotment through the creation of a priority of orders that rewards first time buyers before other institutions during the order process.

Experience with First Time Credits and Infrequent Issuers

The banking team that will work with the City has extensive experience bringing new and scarce credits to the market for local Florida governments; including recent transactions for the Cities of Hialeah, Kissimmee, Madeira Beach and St. Pete Beach (see case study below). Stifel has always preferred to take a "hands-on approach" to senior managed transactions, especially for first time credits like the City's Fire Special Assessment Bonds. Our banking staff is committed to working with the City's financing team and spending the extra time required to come up with the proper plan of finance with regards to structuring the bonds, negotiating legal covenants to maximize the potential credits rating(s) without the City losing control over future flexibility and educating the widest range of potential investors who may be unfamiliar with the City and its credits. This attention to detail is necessary on all first time credit issuances to insure the financing is run as smoothly as possible and the client achieves the lowest borrowing cost. Provided below are case studies of recent Florida transactions for infrequent issuers and/or new credits in which Stifel served as senior manager.

Case Study: City of St. Pete Beach, Florida
$13,000,000 Capital Improvement Revenue Bonds, Series 2015
Stifel's Role: Senior Manager

In February 2015, Stifel was hired as senior manager on the City of St. Pete Beach's Capital Improvement Revenue Bonds, Series 2015. This was the first public offering by the City in more than 20 years. Proceeds from the Series 2015 Bonds will be used to provide improvements to Blind Pass Road and Pass-A-Grill Road, to finance a new library and other capital improvement projects. The Series 2015 Bonds are backed by a combination of various non-ad valorem revenues.

Upon being hired, Stifel began to work on a detailed credit analysis which estimated that the City's issuance could be rated as high as "Aa3" by Moody's, which was above the "A2" rating that the financing team was originally assuming. With this in mind, Stifel recommended that the City only go out for a Moody's rating in order to save money associated with using multiple rating agencies. Ultimately, Stifel's estimate was accurate and the Series 2015 Bonds received the "Aa3" rating. This higher-than-expected rating allowed the City to forgo purchasing costly bond insurance. It also allowed the City to purchase a standalone debt service reserve surety policy from Assured Guaranty Municipal at an extremely

attractive rate rather than cash funding the debt service reserve fund in a market characterized by high negative arbitrage.

The City had three main funding goals as part of the Series 2015 issuance: 1) keep annual debt service below $750,000, 2) limit the total par amount of the bonds to $13 million, and 3) produce as much proceeds as possible to fund the City's various capital projects. Soon after the City adopted the authorizing ordinance, the municipal market began to struggle with interest rates rising throughout the curve, which pushed annual debt service and total par amount above the limits set by the City. Prior to pricing, Stifel worked with the City's financial advisor to create a financing structure that meet the City's goals by using slight discount couponing on the callable bonds and adding an additional term bond to take advantage of the relatively steep yield curve. In the end, the City was able to issue exactly $13 million in 30-year new money bonds with an all-in true interest cost (TIC) of 4.07%. The transaction produced $12.9 million in project fund capital and kept the City's annual debt service just below the City's $750,000 budget.

Case Study: City of Hialeah, Florida

$25,000,000 Taxable Special Obligation Revenue Bonds, Series 2015A (Pension Project)
$21,145,000 Special Obligation Refunding Revenue Bonds, Series 2015B
Stifel's Role: Senior Manager

On September 25, 2015, Stifel was selected via an RFP process to senior manage the City of Hialeah's Taxable Special Obligation Revenue Bonds, Series 2015A and Special Obligation Refunding Revenue Bonds, Series 2015B, collectively the Series 2015 Bonds. The Series 2015A Bonds were issued to provide funds to finance a portion of the annual required contribution to the defined benefit retirement fund for Fiscal Years 2015 and 2016. The Series 2015B Bonds were issued to refund the portion of the outstanding Florida Municipal Loan Council Revenue Bonds, Series 2005A, attributable to the City and for which the City is the obligor.

The Series 2015 Bonds transaction had to close by December 2, 2015 so that the contribution to the defined benefit fund would be classified as a Fiscal Year 2015 contribution. This constraint defined Stifel's primary task for this engagement; to execute and close this transaction upon a strict deadline. The financing team had nine weeks from selecting Stifel as senior manager to complete the financing process, including securing new ratings and insurance bids. Important to note is that this was a first time credit for the City (franchise fee revenues) and was the first time the City utilized the tax-exempt capital markets.

Stifel worked closely with the City's financial advisor to structure the City's security pledge in a way that enhanced the City's rating and provided future financing flexibility. One of the key decisions was to secure the bonds with franchise fee revenues levied from the Florida Power & Light electricity services and provide for a "backup" pledge to covenant to budget and appropriate non-ad valorem revenues. This stable security pledge allowed the City to achieve strong credit ratings of "A+" from S&P and "A-" from Fitch and free the City from the expense of a debt service reserve fund. During the structuring process, Stifel used its insurance breakeven model to calculate the breakeven insurance premium and the breakeven interest rate spread on a maturity-by-maturity basis. This model became an important negotiating tool to help lower the insurance provider's original bid resulting in the decrease of the bond insurance premium from 37 basis points to 35 basis points.

The marketing of the Series 2015 Bonds needed to be planned and precise due to volatile fixed income markets, economic unrest internationally and a large $12 billion calendar of municipal bonds being sold the same week as the City's transaction. Stifel led an extensive pre-marketing effort that included numerous conversations with Stifel's tax-exempt and taxable sales staffs to discuss investor feedback and market conditions. Based on this feedback, Stifel put

together an aggressive pricing that was able to incorporate a 10-year optional redemption on the taxable Series 2015A Bonds, an unusual feature in the taxable market. The successful pricing of the Series 2015A and Series 2015B Bonds resulted in a contribution of over $24.6 million to the pension funds and over $2.5 million of present value savings, representing 11% of the refunded par amount of the refunded Florida Municipal Loan Counsel Revenue Bonds, Series 2005A.

Case Study: City of Madeira Beach, Florida

$4,760,000 Capital Improvement Revenue Bonds, Series 2013

Stifel's Role: Sole Manager

On May 3, 2013, the City of Madeira Beach issued a RFP for a 30-year financing to provide funds for the construction of a new city hall, a new fire station and various recreational projects. Because Stifel provided numerous financing analyses leading up to the RFP, and due to the fact Stifel's lead bankers covered the City even prior to a financing being announced, our firm was awarded the position as sole manager on the City's Capital Improvement Revenue Bonds, Series 2013.

Upon being hired, Stifel worked with the City and its financial advisor to come up with a financing plan that would meet the City's unique fiscal needs. Due to the City's size and the fact this would be the City's first public bond issuance, it was determined that a level debt service structure that would not exceed $300,000 would be manageable for the City's conservative financial goals. Once the Moody's "A2" underlying rating was published, Stifel analyzed which maturities Assured Guaranty Municipal ("AGM") insurance would provide value to and determined it would be beneficial to insure maturities 2024 through 2043.

From the time the RFP was issued to the time of pricing, the municipal fixed income market deteriorated considerably, leading to a significant selloff of muni bonds. This was mainly due to speculation on when the Federal Reserve would to begin "tapering" its bond buying program, the Chapter 9 bankruptcy filing by the City of Detroit, the significant downgrade in ratings by Moody's to the City of Chicago's credits, and the SEC filing charges against the City of Miami and its former budget director for securities fraud. These combined events led to over $45 billion in municipal bond fund outflows between the RFP being published and pricing.

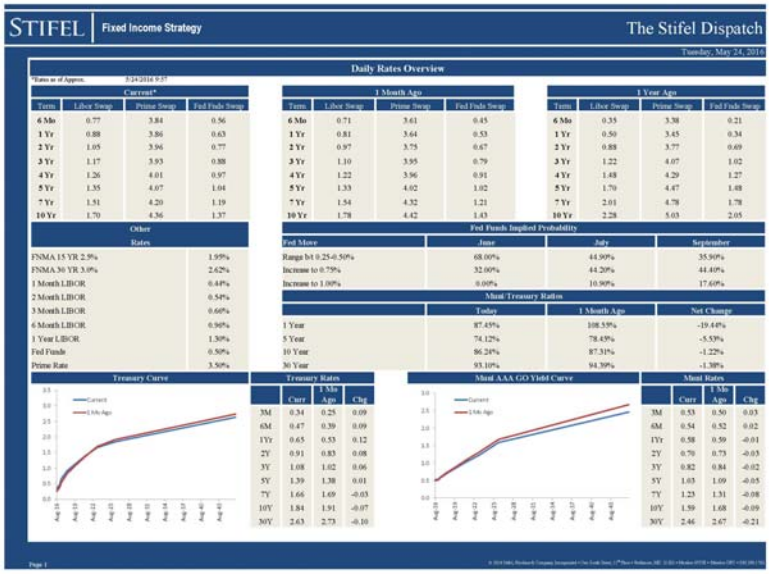
Due to this difficult market environment, the City could not rely on typical institutional investors buying all of the Series 2013 Bonds; therefore, Stifel had to create an effective pricing structure and marketing plan to appeal to a wide variety of potential investors. Stifel's first priority was to come up with the most cost effective structure by limiting the size of the term bonds so the City would not be penalized by the steep yield curve. The serial bonds (2014 – 2023) would be structured to attract as much retail as possible, while the term bonds (2027, 2031, 2037 and 2043) would be structured to take advantage of the bank qualified status of the Series 2013 Bonds. Prior to pricing, Stifel's lead bankers helped create retail demand by keeping local Stifel brokers updated with pertinent information and by placing an ad in the local Madeira Beach newspaper.

As a result of Stifel's comprehensive pre-marketing campaign to retail and institutional investors, on October 10, 2013 the City was able to enter the market with aggressive yields. Most of the term bonds ended up being over-subscribed, which allowed for minor bumps (decrease) in yields in the 2037 and 2043 terms. The City was appreciative of Stifel's ability to bring in over $190,000 in local retail orders, with an additional $85,000 in retail orders from other parts of Pinellas County and the State. In the end, the City was able to issue $4,760,000 in new money bonds with an all-in true interest cost (TIC) of 5.21%, which produced $4,485,000 in project fund capital and kept the City's annual debt service requirement right in line with the City's $300,000 bogey.

MUNICIPAL MARKET & RESEARCH

Stifel's Public Finance Department works in tandem with our Fixed Income salespeople/traders, underwriters and research analysts to constantly monitor the overall financial market and more specifically, the municipal market. Our underwriters provide commentary each Monday morning detailing the significant events that occurred the week before in the municipal market, the forward calendar for that week, the overall tone in the market, and any significant economic releases that are expected in the coming days. This internal dialogue allows our Public Finance bankers to keep abreast of all major market movements which we can then relay to our clients on an as-needed basis.

Stifel's Fixed Income Research & Strategy Group provides periodic municipal bond research, publishing such reports as the Stifel Dispatch, the Municipal Market Observer and the Alpha Advisor. The Stifel Dispatch is a daily publication which highlights where interest rates are compared to the day before, looks at upcoming economic releases, provides a macroeconomic overview and shows projections of where interest rates might be heading in the next 12 months. The Municipal Market Observer is a look back at the week prior in the municipal market including a highlight of the large transactions that priced and the important municipal market headlines that affected the market. The Alpha Advisor is an extremely comprehensive overview of the preceding month with respect to the overall economic and financial markets, and more specifically the fixed income markets.



STIFEL | Fixed Income Strategy

The Stifel Dispatch

Tuesday, May 24, 2016

Daily Rates Overview

Current*			
Term	Libor Swap	Prime Swap	Fed Fnds Swap
6 Mo	0.77	3.84	0.56
1 Yr	0.88	3.86	0.63
2 Yr	1.05	3.96	0.77
3 Yr	1.17	3.93	0.88
4 Yr	1.26	4.01	0.97
5 Yr	1.35	4.07	1.04
7 Yr	1.51	4.20	1.19
10 Yr	1.70	4.36	1.37

1 Month Ago			
Term	Libor Swap	Prime Swap	Fed Fnds Swap
6 Mo	0.71	3.61	0.45
1 Yr	0.81	3.64	0.53
2 Yr	0.97	3.75	0.67
3 Yr	1.10	3.95	0.79
4 Yr	1.22	3.96	0.91
5 Yr	1.33	4.02	1.02
7 Yr	1.54	4.32	1.21
10 Yr	1.78	4.42	1.43

1 Year Ago			
Term	Libor Swap	Prime Swap	Fed Fnds Swap
6 Mo	0.35	3.38	0.21
1 Yr	0.50	3.45	0.34
2 Yr	0.88	3.77	0.69
3 Yr	1.22	4.07	1.02
4 Yr	1.48	4.29	1.27
5 Yr	1.70	4.47	1.48
7 Yr	2.01	4.78	1.78
10 Yr	2.28	5.03	2.05

Other Rates	
FNMA 15 YR 2.5%	1.95%
FNMA 30 YR 3.0%	2.62%
1 Month LIBOR	0.44%
2 Month LIBOR	0.54%
3 Month LIBOR	0.66%
6 Month LIBOR	0.96%
1 Year LIBOR	1.30%
Fed Funds	0.50%
Prime Rate	3.50%

Fed Funds Implied Probability

Fed Move	June	July	September
Range bt 0.25-0.50%	68.00%	44.90%	35.90%
Increase to 0.75%	32.00%	44.20%	44.40%
Increase to 1.00%	0.00%	10.90%	17.60%

Muni/Treasury Ratios

	Today	1 Month Ago	Net Change
1 Year	87.45%	108.59%	-19.44%
5 Year	74.12%	78.45%	-5.53%
10 Year	86.24%	87.31%	-1.22%
30 Year	93.10%	94.39%	-1.38%

Treasury Curve

Treasury Rates

	Curr	1 Mo Ago	Chg
3M	0.34	0.25	0.09
6M	0.47	0.39	0.09
1Yr	0.65	0.53	0.12
2Y	0.91	0.83	0.08
3Y	1.08	1.02	0.06
5Y	1.39	1.38	0.01
7Y	1.66	1.69	-0.03
10Y	1.84	1.91	-0.07
30Y	2.63	2.73	-0.10

Muni AAA GO Yield Curve

Muni Rates

	Curr	1 Mo Ago	Chg
3M	0.53	0.50	0.03
6M	0.54	0.52	0.02
1Yr	0.58	0.59	-0.01
2Y	0.70	0.73	-0.03
3Y	0.82	0.84	-0.02
5Y	1.03	1.09	-0.05
7Y	1.23	1.31	-0.08
10Y	1.59	1.68	-0.09
30Y	2.46	2.67	-0.21



STIFEL | Municipal Credit & Research

Municipal Market Observer

May 23, 2016

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Weekly Wrap Up

Bond Markets: April Federal Open Market Committee (FOMC) minutes released last week indicate that there is an increased possibility of a June rate hike. Despite the Fed's comments, the CME (Chicago Mercantile Exchange) Group FedWatch tool reflects only a 30% probability of a June hike as of last Friday. Stronger-than-expected domestic economic data that was reported last week included: April Consumer Price Index (CPI) (rising 0.4% versus the 0.3% expectation); April Industrial Production (increasing 0.7% compared with the 0.3% expectation); and April housing starts (reporting at 1,172k versus the 1,125k expectation). With the hawkish Fed minutes and key economic data coming in not only stronger-than-expected, but sharply up from their prior reports, Treasury yields increased up to 16 basis points, week-over-week, bringing an end to three weeks of declining yields. The 10-year benchmark Treasury yield increased significantly to 1.85% from 1.71%, and the 2-year Treasury yield rose to 0.89%, up from 0.76%. The 30-year Treasury yield climbed to 2.63%, up from 2.55% at the previous week's close. Municipal bond yields increased up to 10 basis points, week-over-week. The 10-year AAA GO municipal yield rose to 1.63% from 1.54%, and the 30-year AAA GO municipal yield increased slightly to 2.43% from 2.42% from the prior week's close. The Municipal-to-Treasury ratio was 88.1% for the 10-year bond and 92.39% for the 30-year bond at Friday's close.

Fund Flows: For the 33rd week in a row, municipal bond funds reported inflows for the week ended May 18. Funds reporting weekly saw $1.245 billion of inflows, another high for the year, versus inflows of $1.212 billion in the prior week. Long-term municipal bond funds experienced inflows of $738.463 million, down from $805.057 million in the prior week, and intermediate-term funds reported inflows of $388.056 million, up from $237.402 million. High-yield municipal bond funds saw inflows of $372.212 million compared with inflows of $309.525 million in the prior week.

	Week ending 5/11/16 (millions)	Week ending 5/18/16 (millions)
Long Term	$805.057	$738.463
Intermediate	$237.402	$388.056
High Yield	$309.525	$372.212

Red=Outflows, Green=Inflows
Source: The Bond Buyer

New Issue Supply: New issue volume is expected to decline to $7.5 billion, down from the revised $12.6 billion that priced last week. This week's negotiated calendar reflects six sizable issues: San Diego, California Public Facilities Financing Authority with a total of $567.96 million water revenue bonds in two series; Pennsylvania Turnpike Commission with $545.135 million revenue refunding bonds; State of Connecticut with $500 million general obligation refunding bonds; Chicago, Illinois with a total of $348.315 revenue refunding bonds in two series; Massachusetts Educational Financing Authority with $340 million revenue bonds; and Miami-Dade County, Florida with $339.335 million general obligation bonds. On the competitive calendar, Fort Worth, Texas is expected to sell a total of $257.965 million general obligation refunding bonds in three series.

Sources: Bloomberg, The Bond Buyer, Marketwatch.com, TM3 and Treasury.gov

Please see the last page of this report for important disclosures and disclaimers.

Tab 5. Additional Information

b. Provide a statement of assurance that your Firm is not presently in violation of any statutes or regulatory rules that might impact your Firm's operations.

To the best of our knowledge, Stifel is not presently in violation of any statutes or regulatory rules that might adversely impact our firm's operations.

Tab 5. Additional Information

c. Provide information on the nature and magnitude of any litigation in which your Firm has been a party during the past three (3) years. Also include information on any pending litigation as well.

Stifel is an investment banking and securities firm providing investment services to individuals and institutional clients, investment banking, and related services including the day-to-day purchase and sale of securities. Stifel is a wholly-owned subsidiary of Stifel Financial Corp. (SF). In the normal course of business, at any given time, Stifel is subject to a number of claims and disputes, as well as regulatory matters including examinations, reviews, investigations, or formal actions. All required disclosures of material litigation and regulatory matters are made in Stifel Financial Corp.'s public filings with the SEC and other regulatory authorities, such as its Form 10-K and the most recent Form 10-Q filed with the U.S. Securities and Exchange Commission (the "SEC"), 8-K's, and in other regulatory filings, such as Form B/D, as amended. You are further referred to the FINRA website, where you can access Broker Check reports for Stifel, Nicolaus & Company, Incorporated which may be located with the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793. This contains the regulatory reports on Stifel's disciplinary disclosures. Only the following two litigation matters are considered material for purposes of our Form 10-Q.

The U.S. Securities and Exchange Commission ("SEC") filed a civil lawsuit against our company in U.S. District Court for the Eastern District of Wisconsin on August 10, 2011. The action arises out of our role in investments made by five Southeastern Wisconsin school districts (the "school districts") in transactions involving collateralized debt obligations ("CDOs"). This lawsuit relates to the same transactions that are the subject of the civil lawsuit filed by the school districts noted below. The SEC has asserted claims under Section 15c(1)(A), Section 10b, and Rule 10b-5 of the Exchange Act and Sections 17a(1), 17a(2), and 17a(3) of the Securities Act. The claims are based upon both alleged misrepresentations and omissions in connection with the sale of the CDOs to the school districts, as well as the allegedly unsuitable nature of the CDOs. We have denied the substantive allegations of the SEC complaint, as amended, and asserted various affirmative defenses. Trial is expected to commence in the fall of 2016. We believe, based upon currently available information and review with outside counsel, that we have meritorious defenses to the SEC's lawsuit and intend to vigorously defend the SEC's claims.

We were named in a civil lawsuit filed in the Circuit Court of Milwaukee, Wisconsin (the "Wisconsin State Court") on September 29, 2008. The lawsuit was filed against our company, Stifel, as well as Royal Bank of Canada Europe Ltd. and certain of its affiliates ("RBC") by the school districts and the individual trustees for other post-employment benefit ("OPEB") trusts established by those school districts (collectively the "Plaintiffs"). This lawsuit relates to the same transactions that are the subject of the SEC action noted above. We entered into a settlement of the Plaintiffs' lawsuit against our company and Stifel in March 2012. The school districts are continuing their lawsuit against RBC, and we are pursuing claims against RBC to recover payments we have made to the school districts and for amounts owed to the OPEB trusts. Subsequent to the settlement, RBC asserted claims against the school districts, our company, and Stifel for fraud, negligent misrepresentation, strict liability misrepresentation, and information negligently provided for the guidance of others based upon our role in connection with the school districts' purchase of the CDOs. RBC has also asserted claims against Stifel for civil conspiracy and conspiracy to injure its business based upon the settlement by Stifel with the school districts and pursuit of claims against RBC. We have filed our Answer, denying RBC's claims, and discovery continues in the case. Upon the completion of discovery, we anticipate the filing of dispositive motions by the parties and the setting of a trial date, if necessary. We believe we have meritorious legal and factual defenses to the claims asserted by RBC and we intend to vigorously defend those claims.

In January 2008, our company was the initial purchaser of a $50.0 million bond offering under Rule 144A by the Lake of the Torches Economic Development Corporation ("EDC"), which is associated with Lac Du Flambeau Band of Lake Superior Chippewa Indians (together with EDC, the "Tribe"). We then sold all of the bonds to LDF Acquisition LLC, a

special purpose vehicle created by Saybrook Tax Exempt Investors LLC (collectively, "Saybrook"), with Wells Fargo Bank, NA ("Wells Fargo") as the indenture trustee for the bonds. In 2009, Saybrook and Wells Fargo brought an action in a Wisconsin federal court against the Tribe to enforce the bonds (the "2009 federal action"). The Wisconsin federal court declared, in relevant part, the Bond Indenture to be void ab initio, and the Seventh Circuit Court of Appeals affirmed but remanded the case for further proceedings as to enforceability of the other bond documents. In April 2012, Saybrook dismissed the 2009 federal action.

On January 16, 2012, Saybrook filed a new action in Wisconsin state court (the "State Action"), naming as defendants our company, Stifel, the Tribe, and the law firm of Godfrey & Kahn, S.C. ("G&K"), which served as both issuer's and bond counsel. Saybrook seeks enforcement of the obligations under the bonds, a judgment for rescission, restitution (including the amounts paid by Saybrook for the bonds), and costs. Alternatively, if Saybrook fails to recover from the Tribe, Saybrook seeks to recover damages, costs, and attorneys' fees from us and/or G&K. In the State Action, Saybrook asserts a claim against our company for fraud under the Wisconsin Uniform Securities Law, and with respect to Stifel, claims for breaches of implied warranties of validity and title, securities fraud and statutory misrepresentation under Wisconsin state law, and intentional and negligent misrepresentations relating to the validity of the bond documents and their sovereign immunity waivers. Saybrook also asserts claims against Stifel for rescission based on alleged misrepresentation or mutual mistake.

We have answered the Complaint in the State Action, denying the claims, and filed cross-claims against the Tribe and G&K. The Tribe moved to dismiss our cross-claim, but on November 6, 2014, the court denied that motion. The Tribe also moved to dismiss Saybrook's claims against them on the grounds that the state court does not have jurisdiction over them due to assertions that they have sovereign immunity from suit. On October 23, 2014, the state court denied the Tribe's motion to dismiss Saybrook's claims against the Tribe. The Tribe filed a petition for leave to appeal the non-final orders denying their motions to dismiss Stifel's cross-claims and Saybrook's claims. On January 30, 2015, the Wisconsin Court of Appeals denied the Tribe's petition, thereby allowing the State Action to move forward against the Tribe. Additionally, G&K filed a cross-claim against us seeking contribution and alleging that if G&K is found negligent, then we, too, must have been negligent. We have answered G&K's cross-claim, denying those allegations. Additionally, G&K filed a third-party complaint against Dentons US LLP. Written discovery is ongoing between all the parties in the State Action.

Additionally, on April 25, 2013, the Tribe filed a suit against Saybrook, our company, Stifel, G&K, and Wells Fargo in the Lac du Flambeau Tribal Court, seeking a declaration that all of the bond documents are void (the "Tribal Action"). Our motion to dismiss the Tribal Action was denied, and on August 27, 2013 we filed an Answer, denying the claims.

In response to the Tribal Action, on May 24, 2013, we, together with Saybrook, Wells Fargo, and G&K, also filed an action in a Wisconsin federal court (the "Federal Action") seeking to enjoin the Tribal Action. On May 16, 2014 the Wisconsin federal court preliminarily enjoined the Tribal Parties from litigating the Tribal Action. The Tribal Parties have appealed the preliminary injunction to the Seventh Circuit Court of Appeals. The Seventh Circuit Court of Appeals heard argument on the case on April 9, 2015, and we are awaiting the Court's ruling. In light of the Tribal Parties' appeal, the Tribal Action is stayed pending the resolution of the appeal.

While there can be no assurance that we will be successful, based upon currently available information and review with outside counsel, we believe that we have meritorious legal and factual defenses to the matter, and we intend to vigorously defend the substantive claims as well as the procedural attempt to move the litigation to the Lac du Flambeau Tribal Court.

DISCLOSURE

As outlined in the SEC's Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated ("Stifel") is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the "RFP") by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or counsel as you deem appropriate.

APPENDIX A

Stifel's Senior Managed Special Assessment Bond Underwriting Experience

Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
01/09/14	01/29/14	28.475	San Mateo City-California	CA	Special Tax Bonds	Series 2014		NR	NR	NR	8.000
01/21/14	02/04/14	7.000	Calexico City-California	CA	Special Tax Bonds	Series of 2013		NR	NR	NR	15.500
01/23/14	02/13/14	32.270	Aliso Viejo City-California	CA	Special Tax Refunding Bonds	2014 Series	4.499	NR	BBB+	NR	5.987
02/13/14	02/27/14	40.000	Poway USD Public Finance Auth	CA	Special Tax Revenue Bonds	Series 2014		NR	BBB-	NR	8.021
02/20/14	02/20/14	6.792	Elsinore Valley Muni Water Dt	CA	Special Tax Revenue Bonds	2014 Series A		NR	NR	NR	
02/20/14	03/06/14	7.885	Jurupa Community Services Dt	CA	Special Tax Bonds	2014 Series A	4.902	NR	NR	NR	16.979
02/27/14	03/13/14	26.245	Dana Point City CFD #2006-1	CA	Special Tax Bonds	2014 Series	4.780	NR	NR	NR	11.170
03/05/14	03/19/14	6.145	Jurupa Community Services Dt	CA	Special Tax Bonds	2014 Series A	4.759	NR	NR	NR	18.000
03/06/14	03/20/14	19.600	Val Verde USD Financing Auth	CA	Special Tax Refunding Bonds	Series 2014	3.789	NR	BBB+	NR	9.500
03/19/14	04/02/14	2.140	Chino Comm Facs Dt #2005-1	CA	Special Tax Bonds	2014 Series		NR	NR	NR	22.500
03/20/14	03/27/14	5.535	Reno City-Nevada	NV	Local Improvement Ref Bonds	Series 2014		NR	NR	NR	19.166
03/31/14	04/15/14	17.750	West Fargo City-North Dakota	ND	Refunding Improvement Bonds	2014 Series A		Aa3	NR	NR	
04/16/14	04/30/14	8.365	RNR School Fin Au CFD #92-1	CA	Subordinate Special Tax Bonds	2014 Series A		NR	A	NR	11.396
04/23/14	05/14/14	5.460	San Bernardino Co CFD #2003-1	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	18.460
05/05/14	06/05/14	3.290	Savage City-Minnesota	MN	General Obligation Bonds	Series 2014 A	2.296	NR	AA+	NR	7.035
05/15/14	06/04/14	11.755	Oceanside City CFD #2001-1	CA	Special Tax Refunding Bonds	Series 2014 A		NR	NR	NR	10.008
05/22/14	06/18/14	5.495	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	7.195	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	7.350	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	9.525	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/28/14	06/11/14	35.350	Sacramento Area Flood Ctl Agcy	CA	Natomas Basin Loc Assess Dt Bonds	Series 2014		A2	A	NR	5.048
05/29/14	06/12/14	31.260	Fontana City CFD #22	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	7.540
06/04/14	06/18/14	5.920	Eastern Muni Wtr CFD #2002-06	CA	Special Tax Bonds	Series 2014	4.410	NR	NR	NR	13.500
06/12/14	06/26/14	3.780	Riverside Co (Menifee) USD	CA	Special Tax Bonds	Series 2014		NR	NR	NR	19.150
06/17/14	07/15/14	24.040	California Sch Infra Fin Agency	CA	Special Tax Revenue Ref Bonds	Series 2014		NR	A	NR	8.000
06/19/14	07/03/14	14.335	RNR School Fin Au CFD #92-1	CA	Special Tax Refunding Bonds	2014 Series B		NR	A	NR	9.000
06/25/14	07/10/14	15.865	Jurupa Community Services Dt	CA	Special Tax Bonds	2014 Series A	4.502	NR	NR	NR	13.594
07/16/14	07/30/14	19.550	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2014 C		NR	NR	NR	14.500
07/16/14	07/30/14	29.320	Modesto CFD #2004-1	CA	Special Tax Refunding Bonds	2014 Series		NR	BBB-	NR	6.607
07/16/14	08/07/14	10.065	Poway USD Public Finance Auth	CA	Special Tax Revenue Bonds	Series 2014 B		NR	NR	NR	14.500
07/17/14	07/30/14	36.445	San Francisco City/Co Redev Success Agy	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	5.545
07/24/14	07/30/14	19.320	Northstar Comm Svc Dt CFD #1	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	10.557
07/24/14	08/21/14	10.000	San Diego Co (Poway) USD	CA	Special Tax Bonds	Series 2014		NR	NR	NR	16.000
07/30/14	08/14/14	97.030	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	2014 Series A	3.897	NR	BBB+	NR	7.000
08/06/14	08/20/14	4.595	Eastern Muni Wtr CFD #2005-47	CA	Special Tax Bonds	Series 2014	4.514	NR	NR	NR	17.180
08/06/14	08/28/14	72.700	Irvine City-California	CA	Special Tax Bonds	Series 2014	4.598	NR	NR	NR	9.014
08/07/14	08/27/14	17.600	San Marcos USD CFD #5	CA	Special Tax Refunding Bonds	Series 2014		NR	BBB+	NR	8.250
08/07/14	08/27/14	10.455	San Marcos USD CFD #4	CA	Special Tax Refunding Bonds	Series 2014		NR	A-	NR	9.500
08/14/14	08/26/14	32.810	Santa Margarita Water Dt	CA	Special Tax Refunding Bonds	Series 2014 B		NR	NR	NR	6.565
08/14/14	08/28/14	9.425	Saugus USD CFD #2006-1	CA	Special Tax Bonds	Series 2014		NR	NR	NR	14.500
08/21/14	08/01/14	4.550	Bel Marin Keys Comm Svc Dt	CA	Refunding Special Tax Notes	Series 2014-1 & 2	2.740	NR	NR	NR	
08/27/14	09/11/14	4.355	Riverside Co (Temecula Valley) USD	CA	Special Tax Bonds	2014 Series	4.101	NR	NR	NR	17.500
08/27/14	09/11/14	16.880	Saugus USD CFD #2006-1	CA	Senior & Sub Special Tax Bonds	2014 Series		NR	NR	NR	14.500
08/28/14	09/16/14	8.535	Los Angeles Co (Saugus) USD	CA	Special Tax Bonds	2014 Series		NR	NR	NR	14.500
09/10/14	09/24/14	8.110	Los Angeles Co (Saugus) USD	CA	Special Tax Bonds	Series 2014		NR	NR	NR	14.500
09/11/14	09/30/14	10.330	Riverside Co (Lake Elsinore) USD	CA	Special Tax Bonds	Series 2014		NR	NR	NR	15.750
09/25/14	10/08/14	6.385	Henderson City-Nevada	NV	Limited Obligation Ref Bonds	Series 2014		NR	NR	NR	16.335
10/01/14	10/23/14	32.395	San Marcos Public Financing Auth	CA	Special Tax Revenue Ref Bonds	Series 2014 A		NR	A-	NR	6.903
10/30/14	11/19/14	6.322	Bayonne City-New Jersey	NJ	Special Assessment Bonds	Series 2014 A	3.422	Baa1	AA	NR	
11/18/14	12/11/14	20.710	San Bernardino Co-California	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	6.639
11/19/14	12/11/14	6.565	Riverside Co (Menifee) USD	CA	Special Tax Bonds	2014 Series		NR	NR	NR	15.500
11/20/14	12/10/14	3.005	Soledad City-California	CA	Limited Obligation Ref Bonds	Series 2014		NR	NR	NR	19.000
11/20/14	12/16/14	14.390	Riverside Co CFD #03-1	CA	Special Tax Refunding Bonds	Series 2014	4.603	NR	NR	NR	6.824
12/03/14	01/07/15	7.775	Tracy Area Pub Facs Fin Agency	CA	Special Tax Refunding Bonds	Series 2015		NR	AA-	NR	10.000
12/03/14	12/18/14	18.450	Hesperia City-California	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	11.731
12/04/14	12/18/14	27.345	Ventura Co (Rio) ESD	CA	Special Tax Refunding Bonds	2014 Series		NR	NR	NR	10.000
12/04/14	12/17/14	3.000	Yuba Co-California	CA	Special Tax Bonds	2014 Series	4.128	NR	NR	NR	21.204
12/10/14	12/23/14	2.115	Jurupa Community Services Dt	CA	Special Tax Bonds	2014 Series A		NR	NR	NR	
12/11/14	12/23/14	2.100	Riverside Co (Jurupa) USD	CA	Special Tax Bonds	2014 Series A		NR	NR	NR	20.000
12/11/14	01/08/15	16.755	Riverside Co (Menifee) USD	CA	Special Tax Bonds	2015 Series		NR	NR	NR	14.750
01/15/15	02/12/15	40.980	Riverside USD Financing Auth	CA	Special Tax Revenue Ref Bonds	2015 Series	3.342	NR	BBB+	NR	8.850
01/21/15	02/19/15	26.955	Hemet USD Financing Auth	CA	Special Tax Revenue Bonds	Series 2015	3.755	NR	NR	NR	14.000
01/28/15	02/18/15	6.620	San Bernardino Co (Etiwanda) SD	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	15.000
01/28/15	02/18/15	8.195	San Bernardino Co (Etiwanda) SD	CA	Special Tax Refunding Bonds	Series 2015		NR	A	NR	15.000
01/29/15	02/26/15	55.340	Temecula Valley USD Financing Auth	CA	Special Tax Revenue Bonds	2015 Series	3.551	NR	BBB	NR	7.900
02/03/15	02/19/15	11.320	Eastern Municipal Water Dt Fin Auth	CA	Special Tax Refunding Bonds	Series 2015	4.019	NR	NR	NR	12.100
02/03/15	02/19/15	2.115	Yuba Co-California	CA	Special Tax Bonds	2015 Series	3.676	NR	NR	NR	20.940
02/04/15	02/18/15	3.200	Lake Elsinore Pub Fin Auth	CA	Local Agency Revenue Bonds	Series 2015 A		NR	NR	NR	19.500
02/04/15	02/25/15	46.150	Perris Union High Sch Dt Fing Au	CA	Revenue Bonds	Series 2015		NR	NR	NR	9.750
02/05/15	02/24/15	5.615	Los Angeles Co (William S Hart) UHSD	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	17.500
02/05/15	02/24/15	15.945	William S Hart UHSD CFD #2005-1	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	15.000
02/11/15	02/26/15	13.066	Wanaque Boro-New Jersey	NJ	General Assessment & Water Bonds	Series of 2015		NR	AA	NR	
02/12/15	02/26/15	22.850	Val Verde USD Financing Auth	CA	Special Tax Revenue Bonds	Series 2015	3.925	NR	NR	NR	14.000
02/19/15	03/18/15	88.170	Orange Co (Irvine) USD	CA	Special Tax Refunding Bonds	Series 2015	3.656	NR	A-	NR	7.500
02/24/15	03/18/15	23.920	Orange City-California	CA	Special Tax Refunding Bonds	2015 Series	3.938	NR	BBB	NR	9.120
02/25/15	03/19/15	4.980	Estrella Mountain Ranch CFD	AZ	Special Assessment Rev Bonds	Series 2015		NR	NR	NR	26.100
02/25/15	03/18/15	108.845	Lake Elsinore Pub Fin Auth	CA	Loc Agency Revenue Ref Bonds	Series 2015		NR	NR	NR	6.500
03/12/15	04/02/15	6.645	Palm Springs City-California	CA	Ltd Oblig Ref Improvement Bonds	Series 2015-1		NR	NR	NR	10.780
03/25/15	04/16/15	11.000	Romoland SD CFD #2004-1	CA	Special Tax Bonds	Series 2015		NR	NR	NR	14.250
03/26/15	04/22/15	89.405	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 A	3.687	NR	NR	NR	8.380
03/31/15	04/09/15	28.070	Lower Magnolia Green Comm Dev Au	VA	Special Assessment Bonds	Series 2015		NR	NR	NR	20.000

Stifel's Senior Managed Special Assessment Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
04/09/15	04/23/15	4.955	Eastern Municipal Water Dt Fin Auth	CA	Special Tax Bonds	Series 2015	3.802	NR	NR	NR	17.470
04/14/15	05/12/15	8.740	Placer Co (Dry Creek) JESD	CA	Special Tax Refunding Bonds	Series 2015		NR	A	NR	13.000
04/15/15	04/29/15	2.235	Riverside Co (Romoland) SD	CA	Special Tax Bonds	Series 2015		NR	NR	NR	20.000
04/16/15	05/07/15	19.560	RNR School Fin Au CFD #92-1	CA	Subordinate Special Tax Ref Bonds	2015 Series A		NR	A	NR	9.000
04/21/15	05/06/15	2.670	San Bernardino Co (Hesperia) USD	CA	Special Tax Bonds	Series 2015		NR	NR	NR	23.000
04/28/15	05/13/15	4.810	Jurupa Community Services Dt	CA	Special Tax Bonds	2015 Series A	3.953	NR	NR	NR	18.370
05/06/15	06/03/15	13.745	Escondido City CFD #2006-01	CA	Special Tax Refunding Bonds	Series 2015		NR	BBB	NR	6.640
05/07/15	06/02/15	24.325	Sacramento City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	BBB+	NR	9.420
05/07/15	05/21/15	7.550	Riverside Co (Jurupa) USD	CA	Special Tax Bonds	2015 Series A		NR	NR	NR	14.750
05/07/15	05/21/15	9.215	Riverside Co (Jurupa) USD	CA	Special Tax Bonds	2015 Series A		NR	NR	NR	14.750
05/11/15	05/20/15	13.365	St Louis Co Industrial Dev Auth	MO	Special Assessment Revenue Bonds	Series 2015 A		NR	NR	NR	
05/13/15	06/04/15	63.145	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 B	4.018	NR	BBB+	NR	7.950
05/19/15	06/04/15	2.840	Chino Comm Facs Dt #2005-1	CA	Special Tax Bonds	Series 2015		NR	NR	NR	20.000
05/20/15	06/16/15	3.380	Santaluz Comm Facility Dt #2	CA	Special Tax Refunding Bonds	Series 2015	3.429	NR	NR	NR	8.160
05/20/15	06/16/15	6.215	Santaluz Comm Facility Dt #2	CA	Special Tax Refunding Bonds	Series 2015	3.610	NR	NR	NR	5.890
05/21/15	06/18/15	4.105	Saugus USD CFD #2004-1	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	9.000
05/21/15	06/18/15	16.205	Saugus USD CFD #2005-1	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	9.000
05/22/15	06/03/15	4.145	Grandview Industrial Dev Auth	MO	Spcl Assessment Revenue Bonds	Series 2015		NR	BBB+	NR	13.000
05/28/15	06/18/15	11.960	Sutter Butte Flood Control Agency	CA	Assessment Revenue Bonds	Series 2015		NR	A	NR	1.190
05/28/15	06/18/15	35.110	Sutter Butte Flood Control Agency	CA	Assessment Revenue Bonds	Series 2015		NR	A	NR	3.510
06/02/15	06/18/15	1.325	Eastern Municipal Water Dt Fin Auth	CA	Special Tax Bonds	Series 2015	4.226	NR	NR	NR	25.000
06/03/15	06/24/15	45.685	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	2015 Series A	4.211	NR	BBB+	NR	7.780
06/04/15	06/24/15	19.090	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	Series 2015 B	4.211	NR	NR	NR	12.460
06/05/15	07/01/15	3.480	Seal Beach City-California	CA	Special Tax Refunding Bonds	2015 Series	3.870	NR	NR	NR	11.320
06/09/15	06/23/15	30.000	Cherry Hill Comm Dev Auth	VA	Special Assessment Bonds	Series 2015		NR	NR	NR	17.500
06/09/15	06/30/15	3.480	Riverside Co (Menifee) USD	CA	Special Tax Bonds	2015 Series		NR	NR	NR	19.250
06/10/15	07/16/15	11.600	Bakersfield City-California	CA	Limited Oblig Ref Bonds	Series 2015 A	3.322	NR	NR	NR	12.500
06/10/15	07/16/15	1.680	Bakersfield City-California	CA	Limited Oblig Refunding Bonds	Series 2015 B	4.571	NR	NR	NR	12.500
06/16/15	07/09/15	21.110	North Natomas CFD #4	CA	Special Tax Refunding Bonds	Series F (2015)		NR	BBB+	NR	9.660
06/17/15	06/30/15	8.550	Mooresville Town-North Carolina	NC	Special Assessment Rev Bonds	Series 2015		NR	NR	NR	20.000
06/17/15	06/30/15	9.655	Pittsburg City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	11.900
06/18/15	07/15/15	5.465	Imperial City-California	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.500
06/18/15	07/15/15	5.675	Imperial Comm Facs Dt 2004-3	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.580
07/01/15	07/22/15	43.695	Chula Vista Muni Fin Auth	CA	Revenue Refunding Bonds	Series 2015 B	3.398	NR	A-	NR	4.940
07/01/15	07/22/15	30.460	Chula Vista Muni Fin Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 A	4.038	NR	BBB+	NR	4.950
07/08/15	07/30/15	7.735	Orange Co (Santa Ana) USD	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	12.650
07/09/15	07/29/15	13.060	Clark Co-Nevada	NV	Local Improvement Refunding Bonds	Series 2015		NR	NR	NR	15.000
07/09/15	07/29/15	5.480	Imperial City-California	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.750
07/15/15	08/12/15	14.405	Poway USD Public Finance Auth	CA	Special Tax Rev Ref Bonds	Series 2015 C	3.261	NR	A	NR	13.000
07/22/15	08/12/15	50.625	Irvine City-California	CA	Ltd Obligation Improvement Bonds	Series 2015	3.996	NR	NR	NR	7.430
07/29/15	08/20/15	4.995	Eastern Municipal Water Dt Fin Auth	CA	Ltd Obligation Refunding Bonds	Series 2015	3.288	NR	NR	NR	14.250
07/29/15	08/20/15	25.555	El Dorado Co-California	CA	Special Tax Bonds	2015 Series A & B		NR	BBB-	NR	12.790
07/30/15	08/19/15	47.360	Irvine City-California	CA	Ltd Obligation Improvement Bonds	Series 2015	2.581	NR	A-	NR	5.710
07/30/15	08/12/15	67.860	Roseville City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	9.500
08/04/15	08/18/15	15.530	Indio City-California	CA	Special Tax Refunding Bonds	Series 2015	4.127	NR	NR	NR	7.500
08/05/15	08/18/15	3.910	Blue Springs City-Missouri	MO	Special Oblig Assessment Bonds	Series 2015		NR	NR	NR	23.750
08/05/15	08/20/15	8.490	Los Angeles Co (Saugus) USD	CA	Special Tax Bonds	Series 2015		NR	NR	NR	14.000
08/06/15	08/25/15	79.700	Fremont City-California	CA	Special Tax Bonds	Series 2015	4.574	NR	NR	NR	6.200
08/13/15	08/27/15	8.100	San Bernardino Co-California	CA	Special Tax Bonds	Series 2015		NR	NR	NR	11.160
08/13/15	08/27/15	14.440	San Bernardino Co-California	CA	Special Tax Bonds	Series 2015		NR	NR	NR	10.510
09/09/15	09/24/15	7.370	Riverside Co (Jurupa) USD	CA	Special Tax Bonds	2015 Series A		NR	NR	NR	14.750
09/11/15	09/24/15	9.665	Davis-California	CA	Special Tax Revenue Bonds	Series 2015		NR	NR	NR	12.280
09/18/15	10/01/15	6.135	South Tahoe Successor Redev Agcy	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	11.170
09/24/15	10/14/15	4.360	Riverside Co (Lake Elsinore) USD	CA	Special Tax Bonds	Series 2015		NR	NR	NR	18.500
10/06/15	10/22/15	14.775	RNR School Fin Au CFD #92-1	CA	Subordinate Special Tax Bonds	2015 Series B		NR	A	NR	9.000
10/07/15	10/28/15	13.500	Chino City-California	CA	Special Tax Bonds	Series 2015		NR	NR	NR	14.500
10/08/15	10/28/15	90.845	Orange Co-California	CA	Special Tax Revenue Bonds	Series A of 2015	4.522	NR	NR	NR	5.330
10/15/15	10/29/15	16.505	Sacramento Area Flood Ctl Agcy	CA	Consol Cap Assess Dt Sub Bonds	Series 2015		NR	A+	NR	6.540
10/21/15	11/04/15	17.200	Embrey Mill Community Dev Au	VA	Special Assessment Rev Bonds	Series 2015		NR	NR	NR	15.000
10/21/15	11/05/15	27.665	Tustin City-California	CA	Special Tax Bonds	Series 2015 A	4.415	NR	NR	NR	7.490
11/04/15	12/02/15	11.470	Henderson Creek Pub CFD# 2004-2	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	14.750
11/10/15	12/08/15	17.155	Fillmore City-California	CA	Special Tax Bonds	Series 2015	4.556	NR	NR	NR	8.920
11/17/15	12/09/15	4.235	Riverside Co (Menifee) USD	CA	Special Tax Bonds	2015 Series		NR	NR	NR	21.000
11/18/15	12/03/15	55.490	San Clemente City-California	CA	Special Tax Bonds	2015 Series	4.445	NR	NR	NR	5.930
11/19/15	12/08/15	24.500	Clark Co-Nevada	NV	Local Improvement Bonds	Series 2015		NR	NR	NR	15.810
12/02/15	12/16/15	15.000	Tejon Ranch Public Facs Fin Auth	CA	Special Tax Bonds	Series 2015 A		NR	NR	NR	10.600
12/03/15	12/17/15	29.500	Las Vegas City-Nevada	NV	Special Local Improvement Bonds	Series 2015		NR	NR	NR	17.360
12/10/15	12/22/15	8.230	Viridian Municipal Management Dt	TX	Assessment Revenue Bonds	Series 2015		NR	NR	NR	14.860
12/15/15	01/12/16	5.220	Sonoma Co (Waugh) SD	CA	Special Tax Refunding Bonds	Series 2016		NR	A+	NR	8.000
01/06/16	01/27/16	8.450	Seal Beach City-California	CA	Special Tax Refunding Bonds	2016 Series	3.322	NR	NR	NR	1.070
01/12/16	01/27/16	0.945	Eastern Municipal Water Dt Fin Auth	CA	Special Tax Bonds	2016 Series	3.670	NR	NR	NR	25.000
01/27/16	02/18/16	40.675	Menifee USD Pub Fin Auth	CA	Special Tax Revenue Bonds	2016 Series A		NR	NR	NR	13.200
01/28/16	02/18/16	45.645	Saugus-Hart School Facs Fin Auth	CA	Special Tax Revenue Bonds	2016 Series		NR	NR	NR	11.550
02/01/16	02/11/16	1.585	Minot Park Dt	ND	GO Special Assessment Bonds	Series 2016	1.489	Aa3	NR	NR	
02/03/16	02/18/16	13.595	Riverside Co (Jurupa) USD	CA	Special Tax Bonds	2016 Series A		NR	NR	NR	14.750
02/09/16	02/25/16	3.520	Malibu Comm Facs Dt #2006-1	CA	Special Tax Refunding Bonds	Series 2016		NR	NR	NR	14.900
02/19/16	03/03/16	1.665	Los Angeles Co (Saugus) USD	CA	Subordinate Special Tax Bonds	Series 2016		NR	NR	NR	25.000
03/01/16	03/22/16	1.275	Riverside City-California	CA	Special Tax Bonds	Series 2016 B		NR	NR	NR	17.300
03/01/16	03/22/16	5.505	Riverside City-California	CA	Special Tax Bonds	Series 2016 A		NR	NR	NR	17.300
03/01/16	03/15/16	13.515	Rowlett City-Texas	TX	Special Assessment Rev Bonds	Series 2016		NR	NR	NR	30.000
03/03/16	03/17/16	15.415	Alameda City-California	CA	Special Tax Bonds	2016 Series		NR	NR	NR	9.000

Stifel's Senior Managed Special Assessment Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
03/16/16	03/31/16	5.185	Riverside Co (Murrieta Valley) USD	CA	Special Tax Bonds	2016 Series		NR	NR	NR	18.500
03/29/16	04/01/16	3.235	Celina City-Texas	TX	Special Assessment Revenue Bonds	Series 2016		NR	NR	NR	30.000
03/29/16	04/01/16	6.425	Celina City-Texas	TX	Special Assessment Revenue Bonds	Series 2016		NR	NR	NR	10.000
03/29/16	04/13/16	15.000	San Diego Co (Poway) USD	CA	Special Tax Bonds	Series 2016	4.040	NR	NR	NR	14.500
04/14/16	04/28/16	0.810	Riverside City-California	CA	Special Tax Bonds	Series 2016 B		NR	NR	NR	
04/14/16	04/28/16	1.800	Riverside City-California	CA	Special Tax Bonds	Series 2016 A		NR	NR	NR	22.130
04/27/16	06/03/16	7.205	San Bernardino Co (Hesperia) USD	CA	Special Tax Refunding Bonds	2016 Series		NR	NR	NR	16.750
05/03/16	05/10/16	6.295	Malibu City-California	CA	Ltd Obligation Improvement Bonds	2016 Series A		NR	NR	NR	16.510
Total		3,040.630	170 Financings								

Source: Thomson Reuters' SDC Platinum (as of May 20, 2016)

**Not all requested information is readily available. Additional information can be provided at the City's request.*

APPENDIX B

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
01/08/14	01/17/14	5.660	Lynwood Public Utility Auth	CA	Enterprise Refunding Rev Bonds	2014 Series A		NR	NR	NR	
01/13/14	02/11/14	3.700	Midland Co (Meridian) PSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series	1.293	NR	A	NR	5.011
01/15/14	01/28/14	3.575	Salinas Valley Solid Waste Auth	CA	Refunding Revenue Bonds	Series 2014 B		NR	A+	NR	
01/15/14	01/28/14	27.815	Salinas Valley Solid Waste Auth	CA	Refunding Revenue Bonds	Series 2014 A		NR	A+	NR	17.900
01/15/14	01/01/14	58.845	Trussville City-Alabama	AL	General Obligation Warrants	Series 2014 A & B		Aa2	AA+	NR	5.100
01/16/14	01/28/14	61.860	Ventura Co Comm College Dt	CA	GO Refunding Bonds	2014 Series		Aa2	AA	NR	5.415
01/16/14	02/13/14	38.535	Sacramento Co (Folsom Cordova) USD	CA	GO Refunding Bonds	2014 Series		Aa3	AA-	NR	4.760
01/17/14	02/11/14	2.595	Vandercook Lake Public Schools	MI	GO Unlimited Tax Ref Bonds	Series 2014		NR	A	NR	6.000
01/21/14	02/04/14	10.970	St Charles Co (Fort Zumwalt) SD	MO	GO Refunding Bonds	Series 2014		Aa2	AA+	NR	6.000
01/21/14	01/15/14	3.675	Gainesville City-Texas	TX	GO Refunding Bonds	Series 2014		NR	NR	NR	
01/22/14	02/19/14	6.505	Wayne Co (Riverview) CSD	MI	GO Unlimited Tax Refunding Bonds	Series 2014		NR	A+	NR	5.500
01/23/14	02/19/14	5.315	Lenawee Co (Onsted) CSD	MI	GO Unlimited Tax Ref Bonds	Series 2014		NR	AA-	NR	6.500
01/23/14	02/13/14	32.270	Aliso Viejo City-California	CA	Special Tax Refunding Bonds	2014 Series	4.499	NR	BBB+	NR	5.987
01/24/14	02/26/14	47.465	Oakland Co (Rochester) CSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series		NR	AA-	NR	3.750
01/28/14	02/26/14	6.720	Oakdale City-Minnesota	MN	GO Temporary Tax Inc Bonds	Series 2014 A	1.237	Aa2	NR	NR	4.000
01/28/14	02/13/14	1.630	Brea-California	CA	CFD Refunding Bonds	Series 2014		NR	NR	NR	
01/29/14	03/06/14	3.840	Gratiot Co (Ashley) CSD	MI	GO Unlimited Tax Ref Bonds	Series 2014		Aa2	NR	NR	6.750
01/30/14	02/12/14	8.935	Clinton Co (Centralia) THSD #200	IL	GO School Bonds	Series 2014		A3	AA	NR	4.850
01/30/14	02/13/14	4.375	Tazewell Co (Pekin) CHSD #303	IL	GO Ref & Limited School Bonds	Series 2014 A & B		Aa2	NR	NR	6.500
02/04/14	02/26/14	21.315	Moulton Niguel Water Dt	CA	Consolidated Refunding Bonds	Series 2014		NR	AA+	NR	1.850
02/05/14	02/19/14	16.170	York Co (Rock Hill) SD #3	SC	GO Refunding Bonds	Series 2014 A	2.198	Aa2	AA-	NR	
02/05/14	03/01/14	0.150	Cooke Co (Callisburg) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014	3.113	NR	NR	NR	
02/05/14	03/01/14	6.415	Cooke Co (Callisburg) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014	3.113	NR	NR	NR	4.148
02/06/14	03/06/14	4.295	Houghton Co (Hancock) PSD	MI	Refunding Bonds	Series 2014		Aa2	NR	NR	5.250
02/07/14	03/13/14	3.935	Iosco Co (Hale) ASD	MI	GO Refunding Bonds	Series 2014		Aa2	NR	NR	6.250
02/07/14	02/26/14	5.945	Jefferson Co Library Dt	MO	Lease Refunding COPs	Series 2014 A & B		NR	A+	NR	12.500
02/10/14	03/05/14	5.005	Madison Co (Edwardsville) CUSD #7	IL	GO Refunding School Bonds	Series 2014 A		NR	BBB+	NR	8.000
02/11/14	03/11/14	92.690	Franklin Co-Ohio	OH	Various Purp Ltd Tax Ref Bonds	Series 2014		NR	NR	NR	4.668
02/12/14	03/12/14	3.925	Oakland Co (Ferndale) PSD	MI	Refunding Bonds	Series 2014		NR	A+	NR	6.000
02/18/14	03/06/14	3.330	St Clair (Belleville) THSD #201	IL	GO Refunding School Bonds	Series 2014 A		NR	A	NR	8.000
02/18/14	03/06/14	7.130	St Clair (Belleville) THSD #201	IL	GO Refunding School Bonds	Series 2014 B		NR	A	NR	
02/20/14	03/13/14	21.605	Community College Dt #514	IL	GO Community College Bonds	Series 2014 A		NR	AA+	NR	5.200
02/20/14	03/11/14	9.435	Lake Co (Gurnee) SD #56	IL	GO Refunding School Bonds	Series 2014 A		NR	AA+	NR	5.500
02/20/14	02/20/14	6.792	Elsinore Valley Muni Water Dt	CA	Special Tax Revenue Bonds	2014 Series A		NR	NR	NR	
02/26/14	03/06/14	8.925	Garfield Co SD #RE-2	CO	GO Refunding Bonds	Series 2014		NR	AA-	NR	7.000
02/27/14	03/12/14	45.920	Chula Vista City-California	CA	Ref Certificates Participation	2014 Series		A1	AA-	NR	4.957
02/28/14	04/09/14	0.025	Licking Co (Newark) CSD	OH	GO School Improvement Ref CABs	Series 2014		Aa3	NR	NR	
02/28/14	04/09/14	8.985	Licking Co (Newark) CSD	OH	GO School Improvement Ref Bonds	Series 2014		Aa3	NR	NR	6.000
03/06/14	03/20/14	19.080	Akron City-Ohio	OH	GO Various Purpose Ref Bonds	Series 2014 A		NR	AA-	NR	5.000
03/06/14	03/20/14	20.685	Akron City-Ohio	OH	GO Various Purpose Ref Bonds	Series 2014 B		NR	AA-	NR	
03/06/14	03/20/14	19.600	Val Verde USD Financing Auth	CA	Special Tax Refunding Bonds	Series 2014	3.789	NR	BBB+	NR	9.500
03/10/14	03/19/14	15.920	Raymore City-Missouri	MO	Tax Inc Ref & Imp Rev Bonds	Series 2014 A		NR	NR	NR	16.486
03/13/14	04/02/14	1.230	Sangamon Co (Ball-Chatham) CUSD #5	IL	GO Refunding School Bonds	Series 2014 A		NR	AA-	NR	
03/13/14	04/02/14	9.315	Sangamon Co (Ball-Chatham) CUSD #5	IL	GO School & Limited Ref Bonds	Series 2014 B & C		NR	AA-	NR	6.000
03/18/14	04/01/14	2.140	Waynesville City-Missouri	MO	Certificates of Participation	Series 2014		NR	A	NR	13.250
03/20/14	04/10/14	6.285	Santa Cruz Public Fin Auth	CA	Ref Certificates of Participation	Series 2014		A2	A+	NR	4.631
03/20/14	04/21/14	9.970	Downtown Savannah Authority	GA	Refunding Revenue Bonds	Series 2014	2.183	Aa2	AA+	NR	5.906
03/20/14	03/27/14	5.535	Reno City-Nevada	NV	Local Improvement Ref Bonds	Series 2014		NR	NR	NR	19.166
03/25/14	04/15/14	7.230	Redondo Beach Comm Fin Auth	CA	Water Revenue Refunding Bonds	2014 Series A		Aa2	NR	NR	4.715
03/27/14	04/11/14	1.655	Richmond Comm Redev Successor Agy	CA	Refunding Bonds	Series 2014 B		NR	A-	NR	8.853
03/27/14	04/11/14	25.795	Richmond Comm Redev Successor Agy	CA	Refunding Bonds	Series 2014 A		NR	A-	NR	9.542
03/27/14	04/08/14	16.305	Cole Co-Missouri	MO	Ref Certificates of Participation	Series 2014		Aa3	NR	NR	8.000
04/01/14	04/23/14	7.480	Faribault Co-Minnesota	MN	GO Jail Refunding Bonds	Series 2014 A	2.282	NR	AA-	NR	
04/02/14	04/22/14	5.145	Nevada	NV	GO Safe Wtr Revolv & Ref Bonds	Series 2014 D	1.206	Aa2	AA	AA+	2.882
04/02/14	04/24/14	4.675	Dawsonville Downtown Dev Auth	GA	Revenue Bonds	Series 2014		NR	AA	NR	7.300
04/02/14	04/23/14	17.040	Carson Redev Successor Agency	CA	Tax Allocation Refunding Bonds	Series 2014		NR	AA-	NR	4.027
04/02/14	04/23/14	26.190	Carson Redev Successor Agency	CA	Tax Allocation Refunding Bonds	Series 2014 A		NR	A-	NR	4.139
04/03/14	04/30/14	29.075	Fairfield Redev Successor Agy	CA	Tax Allocation Refunding Bonds	2014 Series		NR	AA-	NR	3.000
04/03/14	05/01/14	3.315	Cleburne Co (Quitman) SD #21	AR	Refunding Bonds	Series 2014	3.602	Aa2	NR	NR	
04/04/14	04/30/14	28.610	Oakland Co (Avondale) SD	MI	Unlimited Tax GO Refunding Bonds	2014 Series A		Aa2	NR	NR	4.250
04/08/14	05/06/14	23.565	San Diego Co (Cajon Valley) USD	CA	GO Refunding Bonds	2014 Series		NR	AA-	NR	2.397
04/08/14	05/01/14	3.955	White Co (Searcy) SSD	AR	Refunding Bonds	Series 2014	3.159	Aa2	NR	NR	
04/09/14	04/30/14	8.465	Gatlinburg City-Tennessee	TN	GO Refunding Bonds	Series 2014 B	1.158	NR	AA	NR	2.710
04/14/14	05/06/14	5.935	Wexford Co (Manton) CSD	MI	Sch Blg & Site Refunding Bonds	2014 Series	3.135	Aa2	NR	NR	12.973
04/15/14	05/20/14	9.980	Lincoln Co (Ruidoso) MSD #3	NM	GO Refunding Bonds	Series 2014	1.589	A1	NR	NR	4.223
04/16/14	04/23/14	31.100	Riversouth Authority	OH	Riversouth Area Redev Ref Bonds	2014 Series A		Aa2	AA+	NR	4.500
04/22/14	05/08/14	4.760	Imperial Co (Calipatria) USD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	4.500
04/22/14	05/22/14	12.910	Santa Clara Co (Moreland) SD	CA	GO Refunding Bonds	2014 Series		Aa3	NR	NR	4.850
04/23/14	05/01/14	38.920	Montgomery Co Public Bldg Auth	AL	Revenue Refunding Warrants	Series 2014		Aa2	AA-	NR	7.500
04/23/14	05/14/14	5.460	San Bernardino Co CFD #2003-1	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	18.460
04/24/14	05/08/14	2.915	Irwindale Comm Redev Successor Agency	CA	Hsg Tax Alloc Ref Parity Bonds	2014 Series		NR	A	NR	9.850
04/24/14	04/15/14	3.820	Fayette Co (Weimar) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014		NR	A+	NR	7.547
04/24/14	05/08/14	7.910	Irwindale Comm Redev Successor Agency	CA	Tax Allocation Ref Parity Bonds	2014 Series		NR	A+	NR	9.850
04/24/14	04/29/14	17.745	Maricopa Co Industrial Dev Auth	AZ	Senior Living Facs Rev Ref Bonds	Series 2014 A		NR	A-	NR	20.000
04/25/14	05/08/14	3.430	Highlands Co School Board	FL	Capital Imp & Ref Revenue Bonds	Series 2014		NR	AA	A+	8.046
04/30/14	06/04/14	0.030	Ottawa Co (Port Clinton) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014		NR	AA+	NR	
04/30/14	06/04/14	24.730	Ottawa Co (Port Clinton) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014		NR	AA+	NR	6.500
05/07/14	05/21/14	32.995	Columbus City-Georgia	GA	Water & Sewerage Rev Bonds	Series 2014 A		Aa3	AA	NR	5.500
05/08/14	06/02/14	0.005	Lorain Co (Keystone) LSD	OH	GO School Imp Ref CABs	Series 2014		Aa3	NR	NR	
05/08/14	05/15/14	0.700	Ashtabula City-Ohio	OH	Special Obligation Notes	Series 2014		NR	NR	NR	
05/08/14	05/21/14	30.940	Riverside City-California	CA	Pemsion Obligation Ref BANs	2014 Series A		NR	NR	NR	3.514

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
05/08/14	06/02/14	5.800	Lorain Co (Keystone) LSD	OH	GO Sch Imp Refunding Bonds	Series 2014		Aa3	NR	NR	9.000
05/09/14	05/29/14	10.565	Steuben Co MSD K-5 Bldg Corp	IN	First Mortgage Multipurpose Bonds	Series 2014		NR	A	NR	4.500
05/09/14	05/01/14	9.500	Haleyville City-Alabama	AL	GO School Warrants	Series 2014		NR	A	NR	10.000
05/12/14	06/04/14	2.230	Rosemount-Apple Vlly-Eagan ISD #196	MN	GO School Building Ref Bonds	Series 2014 A	1.121	Aa2	NR	NR	
05/13/14	05/27/14	15.995	Charlottesville City-Virginia	VA	GO Pub Improvement & Ref Bonds	Series 2014	2.542	NR	NR	NR	5.523
05/13/14	05/13/14	0.531	Argyle City-Texas	TX	GO Refunding Bonds	Series 2014	2.080	NR	NR	NR	
05/14/14	05/28/14	28.985	Industry City-California	CA	GO Refunding Bonds	Series 2014		Aa2	AA	NR	8.500
05/14/14	05/28/14	3.080	Morrow Co (Cardington-Lincoln) LSD	OH	GO Unlimited Tax Ref Bonds	Series 2014		Aa2	NR	NR	8.000
05/14/14	06/03/14	3.490	Brown Co (Mount Sterling) CUSD #1	IL	GO School Bonds	Series 2014		NR	A+	NR	6.900
05/15/14	06/04/14	11.755	Oceanside City CFD #2001-1	CA	Special Tax Refunding Bonds	Series 2014 A		NR	NR	NR	10.008
05/16/14	06/10/14	0.240	Williamson Co (Hutto) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014 A		NR	A	NR	
05/16/14	05/01/14	2.020	Williamson Co (Hutto) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014 B		NR	A	NR	8.993
05/16/14	05/01/14	7.060	Williamson Co (Hutto) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014 A		NR	A	NR	6.088
05/20/14	06/19/14	0.079	Logan Co (Bellefontaine) SD	OH	GO Unlimited Tax Refunding CABs	Series 2014 B		Aa3	NR	NR	
05/20/14	06/19/14	1.680	Logan Co (Bellefontaine) SD	OH	GO Unlimited Tax Ref Bonds	Series 2014 B		Aa3	NR	NR	7.000
05/20/14	06/19/14	9.470	Logan Co (Bellefontaine) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014 A		Aa3	NR	NR	7.000
05/20/14	06/11/14	5.265	Euclid City-Ohio	OH	Var Purp Income Tx Spec Oblig BAN	Series 2014		NR	NR	NR	
05/20/14	06/10/14	17.215	Tracy Public Financing Authority	CA	Revenue Bonds	2014 Series A		NR	NR	NR	11.500
05/21/14	06/17/14	29.825	Watereuse Finance Authority	CA	Refunding Revenue Bonds	2014 Series A		NR	AA-	NR	3.907
05/22/14	06/01/14	8.365	Hueytown City-Alabama	AL	General Obligation Warrants	Series 2014		NR	AA-	NR	10.000
05/22/14	06/18/14	5.495	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	7.195	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	7.350	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/18/14	9.525	Corona City-California	CA	Special Tax Refunding Bonds	2014 Series A		NR	NR	NR	
05/22/14	06/03/14	1.343	Marana Town-Arizona	AZ	Water Utility Revenue Ref Oblig	Series 2014	2.530	NR	NR	NR	
05/22/14	06/03/14	6.493	Marana Town-Arizona	AZ	Pledged Excise Tax Rev Ref Oblig	Series 2014	2.550	NR	NR	NR	
05/28/14	06/24/14	11.570	Macomb Co (Armada) ASD	MI	GO Unlimited Tax Ref Bonds	2014 Series		NR	A-	NR	4.750
05/28/14	06/25/14	11.480	Santa Barbara Co (Carpinteria) USD	CA	GO Refunding Bonds	2014 Series		NR	AA	NR	4.500
05/28/14	06/18/14	4.700	Woodstock City-Illinois	IL	GO Alternate Rev Source Ref Bonds	Series 2014		NR	AA	NR	
05/28/14	06/10/14	1.340	St Louis Co (Valley Park) SD	MO	GO Refunding Bonds	Series 2014 B		NR	AA-	NR	7.500
05/28/14	06/10/14	6.805	St Louis Co (Valley Park) SD	MO	GO Refunding Bonds	Series 2014 A		NR	AA-	NR	6.000
05/29/14	06/25/14	113.045	Volusia Co School Board	FL	Ref Certificates of Participation	Series 2014 B		Aa3	NR	A+	3.019
05/29/14	06/12/14	21.900	Kern Co (Delano) JUHSD	CA	GO Refunding Bonds	2014 Series A		NR	A	NR	7.500
05/29/14	06/12/14	31.260	Fontana City CFD #22	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	7.540
05/30/14	06/19/14	35.430	Livingston Co (Pinckney) CSD	MI	Refunding Bonds	2014 Series		NR	BBB	NR	4.500
05/30/14	06/01/14	4.235	Lake Worth City-Texas	TX	GO Refunding Bonds	Series 2014		NR	NR	NR	
06/03/14	07/02/14	65.340	Santa Margarita/Dana Point Auth	CA	Refunding Revenue Bonds	Series 2014 A		NR	AA	AA+	1.503
06/03/14	06/25/14	39.960	Clinton Co (St Johns) PSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series A		NR	A-	NR	4.750
06/03/14	06/19/14	1.470	Chino Successor Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2014 B		NR	A	NR	9.500
06/03/14	06/19/14	27.285	Chino Successor Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2014 A		NR	A	NR	6.750
06/04/14	06/19/14	11.835	Ventura Co (Oxnard) SD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	3.850
06/05/14	06/11/14	7.780	Maricopa Co (Roosevelt) ESD #66	AZ	Refunding Bonds	Series 2014		A1	NR	NR	8.000
06/10/14	07/15/14	2.635	Quitman Co SD	MS	Limited Tax Refunding Notes	Series 2014		NR	A+	NR	15.000
06/10/14	06/26/14	11.100	Alameda Co (Pleasanton) USD	CA	GO Refunding Bonds	2014 Series A		Aa2	NR	NR	2.685
06/11/14	06/26/14	38.325	NYS Dorm Authority	NY	Revenue Bonds	Series 2014 B		NR	NR	BBB-	10.059
06/11/14	06/26/14	17.545	California Municipal Fin Auth	CA	Revenue Bonds	Series 2014 A		NR	NR	BBB-	11.177
06/11/14	06/26/14	24.365	Henderson Pub Improvement Trust	NV	Revenue Bonds	Series 2014 A		NR	NR	BBB-	10.643
06/11/14	07/02/14	7.380	Visalia City-California	CA	Ref Certificates of Participation	2014 Series		NR	A+	NR	8.182
06/12/14	06/26/14	0.090	Cuyahoga Co (Beachwood) SD	OH	GO School Improvement Ref CABs	Series 2014		NR	NR	NR	
06/12/14	06/26/14	11.060	Cuyahoga Co (Beachwood) SD	OH	GO School Improvement Ref Bonds	Series 2014		NR	NR	NR	6.345
06/17/14	07/15/14	24.040	California Sch Infra Fin Agency	CA	Special Tax Revenue Ref Bonds	Series 2014		NR	A	NR	8.000
06/18/14	06/26/14	67.445	Pittsburg Successor Redev Agency	CA	Tax Allocation Ref Bonds	Series 2014		NR	A	A	4.031
06/18/14	07/15/14	33.990	Santa Clara Co (Evergreen) SD	CA	GO Refunding Bonds	2014 Series		Aa2	AA	NR	4.950
06/18/14	07/22/14	6.265	Upper Arlington City-Ohio	OH	Various Purpose Ltd Tax Ref Bonds	Series 2014		NR	NR	NR	5.250
06/19/14	07/03/14	14.335	RNR School Fin Au CFD #92-1	CA	Special Tax Refunding Bonds	2014 Series B		NR	A	NR	9.000
06/24/14	08/01/14	6.515	Oneonta Utilities Board	AL	Utility Revenue Refunding Bonds	Series 2014		NR	AA-	NR	10.000
06/24/14	07/15/14	20.085	Dearborn City-Michigan	MI	Unlimited Tax GO Sewer Ref Bonds	Series 2014	3.496	Aa3	NR	NR	20.284
06/25/14	07/15/14	20.215	Adams 12 Five Star SD	CO	GO Refunding Bonds	Series 2014		Aa2	AA-	NR	4.600
06/26/14	07/15/14	174.050	Rancho Cucamonga Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2014	3.322	NR	A+	AA-	4.472
06/26/14	07/17/14	3.405	Shelby Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2014		Aa3	NR	NR	4.020
06/26/14	08/05/14	13.280	Wayne Co (Northville) PSD	MI	GO Unlimited Tax Refunding Bonds	Series 2014		Aa3	NR	NR	7.129
06/26/14	07/21/14	0.693	Quartzsite Town-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2014	1.625	NR	NR	NR	
06/27/14	08/05/14	169.305	Bernalillo Co (Albuquerque) MSD #12	NM	GO School Building & Ref Bonds	Series 2014 A & B		Aa1	AA	NR	2.700
07/01/14	07/15/14	2.970	Santa Barbara Co (College) ESD	CA	GO Refunding Bonds	Series 2014		NR	AA	NR	7.500
07/01/14	07/01/14	66.415	Auburn University	AL	General Fee Revenue Bonds	Series 2014 A		Aa2	AA-	NR	6.000
07/02/14	07/09/14	4.005	Butts Co-Georgia	GA	Water & Sewer Auth Rev Ref Bonds	Series 2014		NR	A+	NR	6.420
07/02/14	07/16/14	6.950	South El Monte Imp Dt Successor Agy	CA	Tax Allocation Refunding Bonds	2014 Series A		NR	A-	NR	12.000
07/08/14	08/12/14	9.195	Pickaway Co (Circleville) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014		Aa3	NR	NR	5.340
07/09/14	08/07/14	6.240	Los Angeles Co (Rosemead) SD	CA	GO Refunding Bonds	2014 Series	3.551	NR	A+	NR	7.000
07/09/14	08/14/14	14.985	Macomb Co (Fitzgerald) PSD	MI	Refunding Bonds	Series 2014 A & B		Baa2	AA	NR	5.000
07/10/14	07/17/14	16.025	Arizona Board of Regents	AZ	System Revenue Bonds	Series 2014		Aa2	AA-	NR	3.405
07/10/14	07/29/14	17.570	Ventura USD	CA	GO Refunding Bonds	2014 Series		Aa3	NR	NR	3.500
07/10/14	07/01/14	4.115	Mercer Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2014		Aa3	NR	NR	
07/10/14	07/01/14	9.930	Lowndes Co-Alabama	AL	GO Refunding Warrants	Series 2014 A & B		NR	AA	NR	15.000
07/11/14	07/01/14	6.160	Millbrook City-Alabama	AL	GO Refunding Warrants	Series 2014		NR	AA-	NR	12.000
07/14/14	08/19/14	1.060	Justin City-Texas	TX	GO Refunding Bonds	Series 2014	2.200	NR	NR	NR	
07/14/14	07/16/14	14.945	Louisiana Gov Env & Comm Dev	LA	Revenue & Refunding Bonds	Series 2014		NR	NR	NR	9.368
07/15/14	08/12/14	100.325	San Diego Co (Poway) USD	CA	GO Refunding Bonds	2014 Series		Aa2	AA-	NR	4.000
07/15/14	07/01/14	1.420	Perry Co SD Finance Corp	KY	School Building Ref Rev Bonds	Series of 2014		Aa3	NR	NR	
07/15/14	08/01/14	0.665	Winston Co Cooperative Dt	AL	Revenue Bonds	Series 2014 A		A2	NR	NR	15.128
07/16/14	08/05/14	1.395	McHenry Co (Johnsburg) CUSD #12	IL	GO School Refunding Bonds	Series 2014 B		NR	BBB+	NR	

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
07/16/14	07/30/14	19.550	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2014 C		NR	NR	NR	14.500
07/16/14	07/30/14	29.320	Modesto CFD #2004-1	CA	Special Tax Refunding Bonds	2014 Series		NR	BBB-	NR	6.607
07/16/14	08/07/14	10.065	Poway USD Public Finance Auth	CA	Special Tax Revenue Bonds	Series 2014 B		NR	NR	NR	14.500
07/17/14	08/19/14	36.000	Wayne-Westland CSD	MI	Refunding Bonds	2014 Series		A3	NR	A	4.000
07/17/14	08/13/14	2.650	Habersham Co Hosp Authority	GA	Revenue Anticipation Certificates	Series 2014 C		Aa3	A+	NR	
07/17/14	07/30/14	15.895	Medina Co (Brunswick) SD BOE	OH	Ref Certificates of Participation	Series 2014		Baa1	AA	NR	
07/17/14	08/05/14	0.400	Lorain Co (Avon Lake City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014 B		Aa2	NR	NR	
07/17/14	08/05/14	27.435	Lorain Co (Avon Lake City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014 B		Aa2	NR	NR	7.109
07/17/14	07/31/14	3.920	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2014 B	3.478	NR	A	NR	6.977
07/17/14	07/31/14	33.215	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2014 A	2.186	NR	A	NR	5.768
07/17/14	08/05/14	3.760	Lorain Co (Avon Lake City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2014 A		Aa2	NR	NR	8.080
07/17/14	07/30/14	36.445	San Francisco City/Co Redev Success Agy	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	5.545
07/17/14	08/13/14	36.030	Habersham Co Hosp Authority	GA	Revenue Anticipation Certificates	Series 2014 A & B		Aa3	A+	NR	3.221
07/17/14	07/29/14	2.215	Ellaville City-Georgia	GA	Combined Utility Revenue Bonds	Series 2014		NR	A-	NR	22.500
07/21/14	08/12/14	4.775	Chippewa Co (Brimley) ASD	MI	GO Unlimited Tax Ref Bonds	2014 Series	2.759	NR	A+	NR	17.515
07/22/14	08/07/14	15.690	Santa Ana Financing Authority	CA	Water Revenue Refunding Bonds	Series 2014		NR	AA	NR	4.840
07/22/14	08/06/14	3.730	St Louis Co (Pattonville) R-III SD	MO	GO Refunding Bonds	Series 2014		NR	AA-	NR	5.952
07/22/14	08/14/14	15.635	Palm Springs Comm Redev Successor Agy	CA	Subordinate Tax Alloc Ref Bonds	2014 Series		NR	A+	NR	6.920
07/23/14	08/07/14	22.425	San Bernardino (Chino Valley) USD	CA	GO Refunding Bonds	2014 Series		Aa2	A+	NR	5.466
07/23/14	09/03/14	4.315	Fulton Co (Archbold) ALSD	OH	Refunding Bonds	Series 2014		A1	NR	NR	10.000
07/23/14	07/31/14	18.210	Lake Elsinore Pub Fin Auth	CA	Local Agency Revenue Bonds	2014 Series B		NR	NR	NR	14.500
07/24/14	08/13/14	6.600	Cuyahoga Falls City-Ohio	OH	BANs	Series 2014		NR	NR	NR	
07/24/14	07/30/14	19.320	Northstar Comm Svc Dt CFD #1	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	10.557
07/24/14	08/21/14	95.450	Emeryville Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2014 A	2.834	NR	A+	NR	3.569
07/24/14	08/19/14	45.550	Palm Springs Financing Authority	CA	Lease Revenue Refunding Bonds	2014 Series A		NR	AA	NR	4.866
07/24/14	08/21/14	14.270	Emeryville Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2014 B	3.929	NR	A+	NR	3.569
07/25/14	08/01/14	2.055	Jacksonville State University	AL	Tuition & Fee Revenue Ref Bonds	Series 2014 A		NR	A	NR	
07/25/14	08/01/14	10.000	Jacksonville State University	AL	Tuition & Fee Revenue Ref Bonds	Series 2014 B		NR	A	NR	
07/28/14	08/12/14	9.225	Metropolis City-Illinois	IL	GO Refunding Bonds	Series 2014		NR	A	NR	9.500
07/29/14	08/14/14	4.230	Riverside Co (Menifee) USD	CA	GO Refunding Bonds	2014 Series		Aa3	NR	NR	10.000
07/29/14	08/12/14	42.815	Santa Clara Co (Sunnyvale) SD	CA	GO & GO Refunding Bonds	2014 Series & A		Aa2	AA+	NR	4.450
07/29/14	08/13/14	23.370	Medina Co (Cloverleaf) LSD	OH	Ref Certificates of Participation	Series 2014		A3	AA	NR	10.282
07/30/14	09/03/14	4.825	Routt Co (South Routt) SD #RE-3	CO	GO Refunding Bonds	Series 2014		Aa2	NR	NR	7.500
07/30/14	09/03/14	8.235	Holmes Co (West Holmes) LSD	OH	GO School Improvement Ref Bonds	Series 2014		Aa3	NR	NR	18.597
07/30/14	08/14/14	97.030	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	2014 Series A	3.897	NR	BBB+	NR	7.000
07/31/14	05/19/15	29.955	San Mateo-Foster City SD	CA	GO Refunding Bonds	Series 2014 & 2015		Aa1	AA	NR	5.000
07/31/14	08/20/14	747.740	California State Univ Trustees	CA	Systemwide Revenue Bonds	Series 2014 A	3.804	Aa2	AA-	NR	3.730
08/04/14	08/19/14	7.590	Park Ridge City-Illinois	IL	GO Refunding Bonds	Series 2014 A	2.487	Aa2	NR	NR	9.728
08/05/14	08/11/14	3.000	Cherokee Co-Alabama	AL	General Obligation Warrants	Series 2014 A		NR	A-	NR	8.750
08/06/14	08/01/14	9.955	Prattville City-Alabama	AL	GO Refunding Warrants	Series 2014		NR	AA-	NR	4.250
08/07/14	08/27/14	17.600	San Marcos USD CFD #5	CA	Special Tax Refunding Bonds	Series 2014		NR	BBB+	NR	8.250
08/07/14	08/20/14	2.260	Vermilion City-Ohio	OH	Street Improvement BANs	Series 2014		NR	NR	NR	
08/07/14	08/27/14	10.455	San Marcos USD CFD #4	CA	Special Tax Refunding Bonds	Series 2014		NR	A-	NR	9.500
08/08/14	08/19/14	8.395	So Sandoval Co Arroyo Fl Ctl Auth	NM	GO Improvement & Ref Bonds	Series 2014		Aa2	NR	NR	3.482
08/11/14	09/11/14	13.375	West Des Moines City-Iowa	IA	General Obligation Bonds	Series 2014 A	1.958	NR	NR	NR	3.561
08/13/14	09/01/14	1.530	Hamilton City-Alabama	AL	General Obligation Warrants	Series 2014-B		NR	A	NR	6.500
08/13/14	08/21/14	0.100	Henry Co (Liberty Center) LSD	OH	Classroom Facs & Sch Imp & Ref	Series 2014		A1	NR	NR	
08/13/14	08/26/14	28.650	Hollister Successor Redev Agency	CA	Tax Allocation Refunding Bonds	2014 Series		NR	A+	NR	6.488
08/13/14	08/01/14	3.825	Calera City-Alabama	AL	General Obligation Warrants	Series 2014-B		NR	AA	NR	10.000
08/13/14	09/01/14	9.975	Hamilton City-Alabama	AL	General Obligation Warrants	Series 2014-A		NR	A	NR	6.500
08/13/14	08/21/14	19.035	Henry Co (Liberty Center) LSD	OH	Classroom Facs & Sch Imp & Ref	Series 2014		A1	NR	NR	6.000
08/14/14	08/26/14	32.810	Santa Margarita Water Dt	CA	Special Tax Refunding Bonds	Series 2014 B		NR	NR	NR	6.565
08/18/14	08/26/14	3.000	Folkston City-Georgia	GA	Water & Sewer Rev Ref Bonds	Series 2014		NR	A	NR	9.644
08/20/14	08/28/14	31.805	ABAG Fin Au for Nonprofit Corp	CA	Refunding Revenue Bonds	Sr Series 2014 A		NR	A-	NR	9.159
08/20/14	09/01/14	28.605	Trussville City-Alabama	AL	General Obligation Warrants	Series 2014 C & D		Aa2	AA+	NR	4.000
08/21/14	09/25/14	303.925	Univ of Colorado Bd of Regents	CO	Univ Enterprise Rev & Ref Bonds	Series 2014 A & B-1		Aa2	NR	AA+	4.500
08/21/14	09/09/14	4.775	Dayton City-Ohio	OH	Airport Revenue Refunding Bonds	Series 2014 B		NR	A-	BBB+	
08/21/14	09/09/14	22.175	Dayton City-Ohio	OH	Airport Revenue Refunding Bonds	Series 2014 A		NR	A-	BBB+	6.751
08/21/14	09/04/14	12.365	Cleveland City-Ohio	OH	Econ & Comm Dev Ref Rev Bonds	Series 2014		A2	A	NR	6.197
08/21/14	09/17/14	16.515	Rialto Successor Redev Agency	CA	Tax Allocation Rev Ref Bonds	2014 Series A	2.672	NR	A	NR	5.921
08/21/14	09/11/14	157.725	Peralta Community College Dt	CA	GO Refunding Bonds	2014 Series A & B		Aa3	AA-	NR	3.250
08/21/14	08/01/14	4.550	Bel Marin Keys Comm Svc Dt	CA	Refunding Special Tax Notes	Series 2014-1 & 2	2.740	NR	NR	NR	
08/25/14	09/03/14	53.785	Cuyahoga Co Public Library	OH	Library Fund Facilities Ref Bonds	Series 2014		Aa2	NR	NR	5.029
08/26/14	09/24/14	21.965	Merced Comm College Dt	CA	GO Refunding Bonds	2014 Series		Aa3	NR	NR	5.000
08/26/14	09/10/14	2.490	Shasta Co (Happy Valley) UESD	CA	General Obligation Bonds	Series A		NR	A+	NR	10.000
08/27/14	09/15/14	6.130	Sedgwick Co Pub Bldg Commission	KS	Refunding Revenue Bonds	Series 2014-1	1.996	NR	NR	NR	7.584
08/27/14	09/15/14	25.745	Sedgwick Co Pub Bldg Commission	KS	Refunding Revenue Bonds	Series 2014-2	2.309	NR	NR	NR	5.281
08/28/14	09/16/14	9.570	St Clair Co (OFallon) THSD #203	IL	GO Refunding School Bonds	Series 2014		NR	A+	NR	8.000
08/28/14	09/01/14	3.775	Rowan Co SD Fin Corp	KY	School Building Rev Ref Bonds	Series 2014		Aa3	AA	NR	
08/28/14	09/25/14	0.565	Orange Co (Huntington Beach) CSD	CA	GO Refunding Bonds	2014 A Series		Aa2	NR	NR	
08/28/14	05/05/15	9.245	Orange Co (Huntington Beach) CSD	CA	GO Refunding Bonds	2015 A Series		Aa2	NR	NR	10.000
08/28/14	09/01/14	7.830	Autauga Co-Alabama	AL	GO Refunding Warrants	Series 2014		NR	AA	NR	4.250
09/03/14	09/10/14	0.010	Cuyahoga Co (Euclid) SD	OH	GO Class Facs & Sch Imp Ref CABs	Series 2014		A1	NR	NR	
09/03/14	09/17/14	8.600	Chesterfield City-Missouri	MO	Ref Certificates of Participation	Series 2014		Aa1	NR	NR	4.820
09/03/14	09/10/14	21.390	Cuyahoga Co (Euclid) SD	OH	GO Class Facs & Sch Imp Ref Bonds	Series 2014		A1	NR	NR	7.201
09/04/14	10/02/14	25.255	Los Angeles Co (Bonita) USD	CA	GO Refunding Bonds	2014 Series		NR	AA-	NR	3.250
09/04/14	09/23/14	40.415	Santa Clara Co (Cambrian) SD	CA	GO & Refunding Bonds	Series 2014	2.898	NR	AA-	NR	10.995
09/09/14	09/23/14	53.630	Marin Co (Novato) USD	CA	GO Refunding Bonds	2014 Series A		NR	AA	NR	4.500
09/09/14	10/06/14	9.190	Boone Co (Belvidere) CUSD #100	IL	GO Refunding School Bonds	Series 2014 A		Aa3	NR	NR	5.000
09/10/14	10/02/14	0.165	Jefferson Public Building Auth	GA	Revenue Refunding Bonds	Series 2014 B		Aa2	NR	NR	
09/10/14	10/02/14	9.990	Jefferson Public Building Auth	GA	Revenue Refunding Bonds	Series 2014 A		Aa2	NR	NR	3.250

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
09/16/14	10/07/14	1.135	Woodstock City-Illinois	IL	GO Refunding Bonds	Series 2014 A		NR	AA	NR	
09/16/14	09/30/14	10.000	California Statewide CDA (CSCDA)	CA	Lease Revenue Refunding Bonds	Series 2014		NR	A+	NR	9.850
09/17/14	09/30/14	3.795	Kern Co (Southern Kern) USD	CA	GO Refunding Bonds	2014 Series A		NR	A+	NR	6.500
09/17/14	10/08/14	40.310	Fresno Co (Sanger) USD	CA	GO & Refunding Bonds	2014 Series & B		NR	A+	NR	3.872
09/18/14	10/15/14	11.985	Cathedral City Successor Redev Agy	CA	Tax Allocation Hsg Rev Ref Bonds	Series 2014 C	4.583	NR	A	NR	6.760
09/18/14	10/15/14	61.770	Cathedral City Successor Redev Agy	CA	Tax Alloc & Housing Rev Ref Bonds	Series 2014 A & B	3.453	NR	BBB+	NR	7.001
09/24/14	10/16/14	1.730	Riverside City Successor Redev Agy	CA	Sub Tax Allocation Ref Bonds	2014 Series A		NR	AA-	NR	
09/24/14	10/16/14	61.250	Riverside City Successor Redev Agy	CA	Sub Tax Allocation Ref Bonds	2014 Series A		NR	AA-	NR	5.679
09/24/14	10/20/14	8.050	Boone Co (Belvidere) CUSD #100	IL	GO Refunding School Bonds	Series 2014 B		Aa3	NR	NR	5.000
09/25/14	10/08/14	6.385	Henderson City-Nevada	NV	Limited Obligation Ref Bonds	Series 2014		NR	NR	NR	16.335
09/30/14	10/14/14	10.470	Azusa Successor Redev Agency	CA	Tax Allocation Refunding Bonds	2014 Series A		NR	BBB+	NR	9.850
09/30/14	10/30/14	11.235	San Leandro Redev Successor Agcy	CA	Tax Allocation Refunding Bonds	2014 Series		NR	AA-	NR	5.447
10/01/14	10/15/14	0.815	Riverside Co-California	CA	Teeter Obligation Notes	2014 Series		NR	NR	NR	
10/01/14	10/15/14	99.360	Riverside Co-California	CA	Teeter Obligation Notes	2014 Series		NR	NR	NR	.439
10/01/14	10/01/14	1.455	Lake Co (Madison) LSD	OH	Energy Conservation Imp Notes	Series 2014		NR	NR	NR	
10/01/14	10/21/14	37.550	Concord Succcessor Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2014	2.022	NR	A	NR	3.919
10/01/14	10/23/14	32.395	San Marcos Public Financing Auth	CA	Special Tax Revenue Ref Bonds	Series 2014 A		NR	A-	NR	6.903
10/02/14	10/23/14	9.540	Jefferson Public Building Auth	GA	Refunding Revenue Bonds	Series 2014		NR	AA	NR	6.000
10/02/14	10/15/14	9.250	Coachella Redev Successor Agcy	CA	Subordinate Tax Allocation Bonds	2014 Series		NR	A-	NR	12.750
10/03/14	11/04/14	4.735	Berrien Co (Paw Paw) PSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series		NR	A+	NR	5.750
10/03/14	11/04/14	18.795	Berrien Co (Paw Paw) PSD	MI	GO School Bldg & Site Ref Bonds	2014 Series I		NR	A+	NR	5.000
10/07/14	10/08/14	45.175	Eastern Municipal Water Dt Fin Auth	CA	Ref Water & Wastewater Rev Bonds	Series 2014 B		Aa3	AA-	AA	1.741
10/07/14	11/04/14	30.100	Santa Clara Co (Campbell) UHSD	CA	GO Refunding Bonds	2014 Series		Aa2	NR	AA+	5.000
10/08/14	10/15/14	2.965	Maricopa Co Industrial Dev Auth	AZ	Sub Sr Living Facs Rev Ref Bonds	Series 2014		NR	A	NR	20.000
10/08/14	11/18/14	39.075	Oakland Co (Royal Oak) SD	MI	GO Unlimited Tax Refunding Bonds	2014 Series		Aa2	NR	NR	2.900
10/10/14	02/10/15	5.970	Mecosta Co (Chippewa Hills) SD	MI	GO Refunding Bonds	2015 Series		A1	NR	NR	6.500
10/14/14	11/05/14	9.035	Madison Co (Collinsville) CUSD #10	IL	GO Refunding School Bonds	Series 2014 A	1.583	NR	AA-	NR	
10/15/14	10/30/14	4.025	Cochran City-Georgia	GA	Water & Sewer Imp Ref Rev Bonds	Series 2014		NR	A	NR	5.970
10/16/14	10/24/14	15.245	Springfield Wtr & Swr Commission	MA	General Revenue Refunding Bonds	2014 Series C		NR	AA-	NR	8.934
10/16/14	11/13/14	50.190	San Mateo UHSD	CA	GO Refunding Bonds	2014 Series		Aa1	AA+	NR	2.800
10/20/14	10/01/14	8.580	Arab Water Works Board	AL	Water Revenue Bonds	Series 2014		NR	A+	NR	9.756
10/21/14	11/12/14	15.915	Camarillo CDC Successor Agency	CA	Tax Allocation Refunding Bonds	Series 2014		NR	A-	NR	4.894
10/22/14	10/30/14	22.440	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2014 D		NR	A+	NR	5.173
10/22/14	11/06/14	75.835	Shreveport City-Louisiana	LA	Water & Sewer Rev Ref Bonds	Series 2014 A		A3	BBB+	NR	5.260
10/22/14	10/30/14	148.640	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2014 C		NR	A+	NR	4.672
10/23/14	11/19/14	4.070	Burnsville-Eagan-Savage ISD #191	MN	GO Sch Building Refunding Bonds	Series 2014 A	.679	Aa2	NR	NR	
10/23/14	11/13/14	37.675	Fontana Public Facs Fin Auth	CA	Lease Revenue Refunding Bonds	Series 2014 A		NR	A+	NR	4.976
10/24/14	02/04/15	26.165	Oakland Co (Lake Orion) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	AA-	NR	4.500
10/28/14	11/06/14	5.355	Aspen City-Colorado	CO	Parks Space & Tax Ref & Imp Bonds	Series 2014		Aa2	NR	NR	6.500
10/29/14	02/04/15	23.605	Eaton Co (Charlotte) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		A1	NR	NR	4.750
10/29/14	11/26/14	4.495	Putnam Co (Kalida) LSD	OH	Refunding Bonds	Series 2014		Aa2	NR	NR	10.000
10/30/14	12/01/14	205.425	Columbus City-Ohio	OH	Sewer System Revenue Ref Bonds	Series 2014		Aa1	AA+	AA	4.410
10/30/14	11/13/14	11.545	Connecticut Hlth & Ed Facs Auth	CT	Revenue Bonds	Series G		NR	A	NR	6.500
10/30/14	11/18/14	52.810	Alameda Co (Livermore Valley) JUSD	CA	GO Refunding Bonds	2014 Series		Aa3	A+	NR	2.500
10/30/14	11/13/14	1.515	Inyo Co (Owens Valley) USD	CA	GO Refunding Bonds	2014 Series	2.730	NR	NR	NR	
10/31/14	11/19/14	0.035	Lorain Co (Elyria) SD	OH	GO Class Facs & Sch Imp Ref CABs	Series 2014		A1	NR	NR	
10/31/14	11/19/14	8.585	Lorain Co (Elyria) SD	OH	GO Class Facs & Sch Imp Ref Bonds	Series 2014		A1	NR	NR	6.750
10/31/14	02/03/15	37.280	Oakland Co (Walled Lake) CSD	MI	GO Unlimited Tax Refunding Bonds	Series 2015		Aa3	NR	NR	4.000
10/31/14	11/25/14	27.910	Maricopa Co (Agua Fria) UHSD #216	AZ	School Improvement & Ref Bonds	Series 2014 & B		Aa3	NR	NR	6.865
10/31/14	11/01/14	9.090	Harvest-Monrovia Wtr Swr & Fire Protect Au	AL	Water & Sewer Revenue Bonds	Series 2014		NR	A	NR	12.000
11/03/14	12/04/14	6.680	Shoreview City-Minnesota	MN	GO Refunding Bonds	Series 2014 A	2.270	NR	NR	NR	6.874
11/05/14	12/03/14	149.170	Denver City and Co SD #1	CO	GO Refunding Bonds	Series 2014 B		Aa2	AA-	AA+	3.011
11/05/14	12/02/14	0.135	Lorain Co (Avon) LSD	OH	Refunding CABs	Series 2014		Aa2	NR	NR	
11/05/14	12/02/14	9.000	Lorain Co (Avon) LSD	OH	GO Refunding Bonds	Series 2014		Aa2	NR	NR	6.250
11/05/14	12/04/14	28.850	Orange Successor Redev Agency	CA	Tax Allocation Refunding Bonds	2014 Series A	2.147	NR	A+	NR	6.302
11/05/14	12/15/14	11.790	Stanislaus USD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	8.500
11/05/14	11/01/14	7.990	Bastrop ISD	TX	Unlimited Tax Refunding Bonds	Series 2014		NR	AA-	NR	.649
11/06/14	12/04/14	26.510	Riverside Co (Perris) UHSD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	5.150
11/06/14	11/25/14	2.220	San Luis City-Arizona	AZ	Pledged Excise Tax Ref Ref Oblig	Series 2014 B		NR	A+	NR	
11/06/14	11/01/14	69.925	Bexar Co (North East) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014 B		Aa1	AA-	NR	5.489
11/06/14	12/02/14	6.400	Rome-Floyd Co Development Auth	GA	Revenue Refunding Bonds	Series 2014		Aa2	NR	NR	
11/06/14	11/20/14	25.325	Moreno Valley Public Fin Auth	CA	Lease Revenue Refunding Bonds	Series 2014		NR	A+	NR	7.500
11/06/14	11/25/14	28.795	San Luis City-Arizona	AZ	Pledged Excise Tax Rev Ref Oblig	Series 2014 A		NR	A+	NR	12.500
11/06/14	11/01/14	1.855	Washington Co-Alabama	AL	General Obligation Warrants	Series 2014		NR	AA	NR	15.000
11/10/14	12/01/14	6.930	Waller Co (Royal) ISD	TX	Unlimited Tax Refunding Bonds	Series 2014	2.827	NR	NR	NR	7.352
11/13/14	12/04/14	69.890	Hamilton Co Convention Facs Au	OH	Revenue Refunding and Imp Bonds	Series 2014		A2	A	NR	5.833
11/13/14	12/03/14	8.215	Northwest Fire Dt	AZ	Refunding Bonds	Series 2014		NR	AA-	NR	10.826
11/13/14	02/05/15	7.660	Genesee Co (Flushing) CSD	MI	GO Refunding Bonds	2015 Series		Aa3	NR	NR	6.000
11/13/14	11/25/14	19.075	Las Vegas City-Nevada	NV	Local Imp Ref Bonds	Series 2014		NR	NR	NR	15.953
11/14/14	02/15/15	23.235	Eaton Co (Grand Ledge) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		Aa3	NR	NR	5.500
11/14/14	11/14/14	20.361	San Juan Basin Authority	CA	Lease Revenue Bonds	Issue of 2014	3.850	NR	NR	NR	
11/14/14	11/14/14	19.923	San Juan Capistrano-California	CA	Water Revenue Refunding Bonds	Series 2014 A	3.680	NR	NR	NR	
11/14/14	11/25/14	28.230	Akron City-Ohio	OH	Economic Dev Revenue Ref Bonds	Series 2014		NR	A+	NR	5.250
11/18/14	12/09/14	41.740	St Louis Co (Hazelwood) SD	MO	GO Refunding Bonds	Series 2014		NR	AA-	NR	4.000
11/18/14	11/25/14	15.395	Calexico Comm Redev Successor Agy	CA	Tax Allocation Refunding Bonds	Issue of 2014		NR	A-	NR	9.500
11/18/14	12/11/14	20.710	San Bernardino Co-California	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	6.639
11/19/14	12/04/14	9.445	Atlanta & Fulton Co Rec Auth	GA	Park Improvement Ref Rev Bonds	Series 2014 B		Aa2	A+	NR	3.154
11/19/14	12/04/14	61.180	Atlanta & Fulton Co Rec Auth	GA	Park Improvement Rev & Ref Bonds	Series 2014 A		Aa2	A+	NR	4.829
11/19/14	12/11/14	38.230	Suisun City Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2014 B		NR	A+	NR	
11/19/14	02/03/15	11.435	Oakland Co (Rochester) CSD	MI	GO Refunding Bonds	Series 2015		NR	AA-	NR	5.000
11/19/14	12/19/14	40.579	Missouri Housing Dev Commission	MO	Single Family Mtg Rev Ref Bonds	2014 Series C		NR	AA+	NR	6.988

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
11/19/14	12/10/14	27.765	Gila Co (Payson) USD #10	AZ	Refunding Bonds	Series 2014		Aa3	NR	NR	9.950
11/19/14	12/02/14	4.660	Brentwood Pointe Transport Dev Dt	MO	Transport Sales Tax Ref Rev Bonds	Series 2014		NR	NR	NR	25.000
11/19/14	12/17/14	15.105	Los Angeles Co (Bassett) USD	CA	GO Refunding Bonds	2014 Series A & B		NR	A+	NR	7.950
11/20/14	01/06/15	3.440	Jackson Co (Hickman Mills) C-1 SD	MO	GO Refunding Bonds	Series 2015		NR	A	NR	6.000
11/20/14	12/11/14	3.880	Suisun City Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2014 A		NR	A+	NR	
11/20/14	12/11/14	3.300	Grant Co-New Mexico	NM	GO Refunding Bonds	Series 2014		A1	NR	NR	5.116
11/20/14	12/03/14	9.250	Florissant Valley Fire Protect Dt	MO	GO Refunding & Improvement Bonds	Series 2014		Aa2	NR	NR	6.000
11/20/14	12/10/14	3.005	Soledad City-California	CA	Limited Obligation Ref Bonds	Series 2014		NR	NR	NR	19.000
11/20/14	12/16/14	14.390	Riverside Co CFD #03-1	CA	Special Tax Refunding Bonds	Series 2014	4.603	NR	NR	NR	6.824
11/20/14	12/08/14	29.230	South Tahoe Jt Powers Fin Auth	CA	Refunding Revenue Bonds	2014 Series A		NR	BBB-	NR	6.167
11/21/14	12/01/14	2.245	Houston Co Water Authority	AL	Water Revenue Refunding Bonds	Series 2014		NR	AA-	NR	15.000
11/25/14	12/17/14	3.290	Navajo Co (Snowflake) USD #5	AZ	Refunding Bonds	Series 2014		NR	A	NR	14.200
12/02/14	12/17/14	4.455	Madera Co (Chowchilla) UHSD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	8.000
12/02/14	12/22/14	2.395	De Kalb (Somonauk) CUSD #432	IL	GO School Bonds	Series 2014		A2	AA	NR	5.200
12/02/14	12/01/14	24.125	Brownsville City-Texas	TX	GO Refunding Bonds	Series 2014		Aa3	AA-	NR	6.160
12/02/14	01/06/15	4.625	Whitley Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2015		Aa3	NR	NR	
12/03/14	12/17/14	93.010	Pinal Co-Arizona	AZ	Pledge Revenue & Ref Oblig Bonds	Series 2014		NR	AA-	AA-	7.090
12/03/14	12/18/14	41.860	Macomb Co (Roseville) CSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series		NR	A-	NR	4.500
12/03/14	12/18/14	15.535	Madera USD	CA	GO Refunding Bonds	Series 2014		NR	A+	NR	4.272
12/03/14	01/07/15	7.775	Tracy Area Pub Facs Fin Agency	CA	Special Tax Refunding Bonds	Series 2015		NR	AA-	NR	10.000
12/03/14	12/18/14	15.575	Contra Costa Co (Brentwood) USD	CA	GO Refunding Bonds	Series 2014		Aa3	NR	NR	4.250
12/03/14	12/18/14	18.450	Hesperia City-California	CA	Special Tax Refunding Bonds	Series 2014		NR	NR	NR	11.731
12/03/14	12/01/14	5.175	Hale Co Water Authority	AL	Water Revenue Bonds	Series 2014		NR	A	NR	10.000
12/04/14	12/18/14	9.050	Mason Co CSD	MI	GO Unlimited Tax Refunding Bonds	2014 Series		NR	A-	NR	2.940
12/04/14	12/18/14	5.360	Shasta Co (Gateway) USD	CA	GO Refunding Bonds	2014 Series		NR	A+	NR	15.000
12/04/14	12/10/14	50.000	Columbia Industrial Dev Board	AL	Pollution Control Rev Ref Bonds	Series 2014-C		NR	NR	NR	1.250
12/04/14	12/10/14	54.000	Columbia Industrial Dev Board	AL	Pollution Control Rev Ref Bonds	Series 2014-B		NR	NR	NR	1.250
12/04/14	12/18/14	27.345	Ventura Co (Rio) ESD	CA	Special Tax Refunding Bonds	2014 Series		NR	NR	NR	10.000
12/05/14	12/18/14	9.165	Opelika City-Alabama	AL	General Obligation Warrants	Series 2014		Aa2	NR	NR	8.000
12/09/14	12/23/14	40.235	Riverside Co (San Jacinto) USD	CA	GO Refunding Bonds	Series 2014	3.158	NR	A	NR	5.000
12/09/14	12/18/14	2.440	Amesbury Town-Massachusetts	MA	GO Refunding Bonds	Series 2014	1.477	NR	AA	NR	4.221
12/09/14	01/08/15	7.430	Dayton City-Minnesota	MN	GO Refunding Bonds	Series 2015 A	2.005	NR	AA	NR	
12/09/14	12/23/14	2.900	Bedford City-Ohio	OH	Various Purpose Ref Bonds	Series 2014		Aa3	AA	NR	27.387
12/10/14	12/23/14	25.605	Richmond City-Virginia	VA	GO Public Improvement Ref Bonds	Series 2014 B	2.132	Aa2	AA+	AA+	
12/10/14	02/04/15	46.925	Macomb Co (Fraser) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A	NR	2.530
12/11/14	02/05/15	17.165	Monroe Co (Dundee) CSD	MI	GO Refunding Bonds	2015 Series		NR	A	NR	2.900
12/11/14	12/01/14	5.635	Greenville City-Alabama	AL	General Obligation Warrants	Series 2014		NR	A	NR	12.500
12/11/14	12/30/14	1.320	Coweta Co Water & Sewerage Auth	GA	Refunding Revenue Bonds	Series 2014 B		NR	AA	NR	
12/11/14	12/30/14	8.975	Coweta Co Water & Sewerage Auth	GA	Refunding Revenue Bonds	Series 2014 A		NR	AA	NR	4.000
12/11/14	12/30/14	7.630	St Louis Co (University City) SD	MO	GO Refunding Bonds	Series 2014		NR	AA-	NR	
12/11/14	12/22/14	5.760	Brentwood City-Missouri	MO	Certificates of Participation	Series 2014		NR	AA-	NR	15.000
12/11/14	12/23/14	11.345	Uintah Co SD BOE	UT	GO Refunding Bonds	Series 2014	2.175	Aa3	NR	NR	6.591
12/11/14	12/30/14	0.020	Cuyahoga Co (Maple Hts City) SD	OH	GO School Facs Imp Ref Bonds	Series 2014		Baa1	NR	NR	
12/11/14	12/30/14	8.805	Cuyahoga Co (Maple Hts City) SD	OH	GO School Facs Imp Ref Bonds	Series 2014		Baa1	NR	NR	6.500
12/15/14	12/15/14	12.215	Walnut Creek Special Utility Dt	TX	Water System Revenue Ref Bonds	Series 2015		NR	AA	NR	
12/16/14	12/23/14	9.140	Seaside Successory Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2014		NR	AA-	NR	5.782
12/16/14	12/31/14	3.855	Ventura Co (Mesa) USD	CA	GO Refunding Bonds	2014 Series		NR	AA-	NR	9.500
12/17/14	12/30/14	2.240	Adams 12 Five Star SD	CO	GO Refunding Bonds	Series 2014 B		Aa2	AA-	NR	
12/17/14	12/30/14	58.790	Adams 12 Five Star SD	CO	GO Refunding Bonds	Series 2014 B		Aa2	AA-	NR	4.500
12/17/14	05/05/15	5.135	Orange Co (La Habra City) SD	CA	GO Refunding Bonds	2015 Series		Aa3	NR	NR	4.950
12/17/14	12/23/14	6.985	Los Angeles Co Redev Agency	CA	Tax Allocation Revenue Ref Bonds	Series 2014 E		NR	A-	NR	9.095
12/17/14	12/30/14	28.250	Cuyahoga Co (Rocky River) SD	OH	School Improvement Ref Bonds	Series 2014		Aa2	NR	NR	10.676
12/18/14	12/29/14	9.510	Clarke-Mobile Counties Gas Dt	AL	Gas Revenue Refunding Bonds	2014 Series		A1	A	NR	10.000
01/06/15	02/03/15	13.705	Midtown Redevelopment Auth	TX	Tax Increment Contract Ref Bonds	Series 2015		A3	A	NR	5.873
01/06/15	01/01/15	9.475	Pendleton Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2015		Aa3	NR	NR	
01/06/15	01/22/15	5.730	Madison Co (Roxana) CUSD #1	IL	GO Refunding School Bonds	Series 2015		NR	AA-	NR	9.000
01/07/15	02/11/15	8.670	Ingham Co (Haslett) PSD	MI	Refunding Bonds	2015 Series		NR	A+	NR	5.000
01/08/15	01/22/15	23.630	Midpeninsula Regl Open Space Dt	CA	Refunding Promissory Notes	2015 Series		NR	AA	AA+	4.917
01/08/15	02/10/15	4.605	Ionia Co (Portland) PSD	MI	GO Refunding Bonds	2015 Series		NR	A	NR	6.500
01/08/15	01/28/15	32.740	Sacramento City USD	CA	GO Refunding Bonds	2015 Series		NR	A+	NR	3.500
01/08/15	02/12/15	10.590	St Joseph Co (Sturgis) PSD	MI	GO Refunding Bonds	2015 Series B		NR	AA-	NR	
01/08/15	02/12/15	25.320	St Joseph Co (Sturgis) PSD	MI	GO Unlimited Tax Ref Bonds	2015 Series A		NR	AA-	NR	3.470
01/09/15	02/12/15	11.025	Oakland Co (W Bloomfield) SD	MI	GO Refunding Bonds	2015 Series		A2	NR	NR	5.000
01/13/15	02/10/15	10.460	Central Montcalm PSD	MI	GO Refunding Bonds	2015 Series		NR	A	NR	5.000
01/13/15	02/18/15	4.925	Jackson Co (Springport) PSD	MI	Refunding Bonds	2015 Series A		NR	A	NR	6.250
01/13/15	01/29/15	136.120	Santa Clara Co (San Jose) USD	CA	GO & Refunding Bonds	Series 2015 & C		Aa2	AA	NR	3.500
01/14/15	02/05/15	3.380	Hamilton City-Alabama	AL	GO Refunding Warrants	Series 2015		NR	A	NR	11.855
01/14/15	02/05/15	8.360	Berrien Co (Paw Paw) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A+	NR	5.500
01/14/15	02/18/15	0.046	Wayne Co (Norwayne) LSD	OH	GO Various Purpose Ref Bonds	Series 2015		NR	AA	NR	.110
01/14/15	02/18/15	9.270	Sanilac Co (Brown) CSD	MI	GO Refunding Bonds	2015 Series		NR	AA-	NR	3.110
01/14/15	01/29/15	4.910	Will Co (Wilmington) CUSD #209-U	IL	GO Refunding School Bonds	Series 2015		Aa3	NR	NR	9.000
01/14/15	02/18/15	8.730	Wayne Co (Norwayne) LSD	OH	GO Various Purpose Ref Bonds	Series 2015		NR	AA	NR	20.400
01/15/15	02/11/15	5.490	Macomb Co (South Lake) SD	MI	Refunding Bonds	2015 Series		NR	AA-	NR	6.000
01/15/15	02/12/15	40.980	Riverside USD Financing Auth	CA	Special Tax Revenue Ref Bonds	2015 Series	3.342	NR	BBB+	NR	8.850
01/15/15	02/19/15	9.440	Wayne Co (Grosse Ile) TSD	MI	Refunding Bonds	2015 Series		NR	A	NR	2.950
01/15/15	01/01/15	14.145	Montgomery Co Public Bldg Auth	AL	Revenue Refunding Warrants	Series 2015 A		Aa2	AA-	NR	7.500
01/16/15	02/11/15	10.860	Ottawa Co (Spring Lake) PSD	MI	GO Refunding Bonds	2015 Series		NR	A+	NR	4.750
01/16/15	01/27/15	0.220	Coweta Co Water & Sewerage Auth	GA	Revenue Refunding Bonds	Series 2015 B		NR	AA	NR	.090
01/16/15	01/27/15	9.495	Coweta Co Water & Sewerage Auth	GA	Refunding Revenue Bonds	Series 2015 A		NR	AA	NR	3.910
01/20/15	01/15/15	9.130	Smith Co (Lindale) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	1.265	NR	A+	NR	2.410
01/21/15	02/01/15	4.075	Aransas ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A+	NR	8.490

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
01/21/15	02/01/15	1.590	Eufaula City-Alabama	AL	General Obligation Warrants	Series 2015		NR	A+	NR	7.000
01/21/15	02/25/15	55.635	Glendale City-Arizona	AZ	Transport Excise Tx Rev Ref Oblig	Series 2015		A3	AA	NR	3.610
01/21/15	01/22/15	5.310	Golder Ranch Fire Dt	AZ	GO Refunding Bonds	Series 2015	2.050	NR	NR	NR	
01/21/15	02/04/15	14.255	San Bernardino Co (Upland) USD	CA	GO & Refunding Bonds	2015 Series & D		Aa3	A+	NR	2.950
01/22/15	02/19/15	5.470	Oakland Co (Berkley) SD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A	NR	6.250
01/22/15	02/25/15	5.295	Estill Co SD Finance Corp	KY	School Building Rev Ref Bonds	Series of 2015		Aa3	NR	NR	
01/22/15	02/01/15	7.045	Tallapoosa Co-Alabama	AL	General Obligation Warrants	Series 2015 A		NR	AA	NR	7.500
01/23/15	02/24/15	3.750	Macomb Co (Armada) ASD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A-	NR	6.500
01/23/15	02/24/15	7.900	Wayne Co (Gibraltar) SD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	AA-	NR	4.050
01/23/15	02/25/15	41.645	Macomb Co (Roseville) CSD	MI	Refunding Bonds	Series 2015		NR	A-	NR	4.500
01/26/15	02/25/15	0.244	Lorain Co (Elyria) SD	OH	GO Class Facs & Sch Imp Ref Bonds	Series 2015		A1	NR	NR	.480
01/26/15	02/25/15	31.580	Lorain Co (Elyria) SD	OH	GO Class Facs & Sch Imp Ref Bonds	Series 2015		A1	NR	NR	6.200
01/27/15	02/13/15	2.860	St Clair Co (Wolf Branch) SD #113	IL	GO Refunding Bonds	Series 2015 B		NR	A-	NR	.500
01/28/15	02/25/15	46.640	Tucson City-Arizona	AZ	Water System Revenue Ref Bonds	Series 2015		Aa2	AA	AA	4.090
01/28/15	02/24/15	2.895	Gratiot Co (St Louis) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A+	NR	7.000
01/28/15	02/18/15	6.620	San Bernardino Co (Etiwanda) SD	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	15.000
01/28/15	02/18/15	8.195	San Bernardino Co (Etiwanda) SD	CA	Special Tax Refunding Bonds	Series 2015		NR	A	NR	15.000
01/28/15	02/25/15	22.455	Calhoun Co (Marshall) PSD	MI	Refunding Bonds	Series 2015		NR	A-	NR	4.850
01/29/15	02/25/15	13.240	Muskegon Co (Whitehall) SD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A	NR	5.000
01/29/15	02/01/15	4.090	Houston Co-Alabama	AL	General Obligation Warrants	Series 2015		Aa2	AA-	NR	9.000
01/29/15	02/24/15	3.480	Eaton Co (Maple Valley)SD	MI	Refunding Bonds	Series 2015		A3	NR	NR	7.000
01/29/15	02/26/15	5.778	Santa Clara Co (Moreland) SD	CA	GO Refunding Bonds	2015 Series		Aa3	NR	NR	4.850
01/29/15	02/26/15	55.340	Temecula Valley USD Financing Auth	CA	Special Tax Revenue Bonds	2015 Series	3.551	NR	BBB	NR	7.900
01/30/15	02/18/15	3.895	Jackson Co (Springport) PSD	MI	Refunding Bonds	2015 Series B		NR	A	NR	6.250
01/30/15	02/26/15	8.170	Clinton Co (Ovid-Elsie) ASD	MI	Refunding Bonds	Series 2015		NR	AA-	NR	5.500
01/30/15	03/11/15	12.785	Washtenaw Community College Dt	MI	GO Community College Ref Bonds	Series 2015		Aa1	NR	NR	2.850
02/03/15	02/12/15	1.185	Delano Comm Redev Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series B		NR	A	NR	12.500
02/03/15	02/19/15	2.430	St Clair Co Comm College	MI	Community College Refunding Bonds	Series 2015	1.647	Aa3	NR	NR	7.500
02/03/15	02/26/15	3.775	Wenham Town-Massachusetts	MA	GO Refunding Bonds	Series 2015	1.480	NR	NR	NR	4.390
02/03/15	02/12/15	11.505	Delano Comm Redev Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	A	NR	12.500
02/03/15	02/19/15	11.320	Eastern Municipal Water Dt Fin Auth	CA	Special Tax Refunding Bonds	Series 2015	4.019	NR	NR	NR	12.100
02/04/15	03/03/15	37.810	Ingham Co (East Lansing) SD	MI	Refunding Bonds	Series 2015		NR	AA-	NR	4.500
02/04/15	03/02/15	1.840	Sangamon Co (Ball-Chatham) CUSD #5	IL	GO Ltd School & Refunding Bonds	Series 2015 A & C		NR	AA-	NR	.980
02/05/15	03/04/15	5.495	Saginaw Co (Freeland) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	AA-	NR	4.750
02/05/15	03/10/15	7.945	Saginaw Co (Hemlock) PSD	MI	Refunding Bonds	Series 2015		A3	NR	NR	6.000
02/05/15	02/25/15	5.590	Los Angeles Co (Wiseburn) USD	CA	GO Refunding Bonds	2015 Series A		Aa3	NR	NR	4.050
02/05/15	05/05/15	14.585	Los Angeles Co (Wiseburn) USD	CA	GO Refunding Bonds	2015 Series B		Aa3	NR	NR	4.000
02/05/15	02/24/15	5.615	Los Angeles Co (William S Hart) UHSD	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	17.500
02/05/15	02/26/15	8.880	St Louis Co (University City) SD	MO	GO & Refunding Bonds	Series 2015 A & B		NR	AA-	NR	3.860
02/05/15	02/24/15	15.945	William S Hart UHSD CFD #2005-1	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	15.000
02/06/15	03/03/15	5.780	Shiawasse Co (Laingsburg) CSD	MI	Refunding Bonds	Series 2015		A2	NR	NR	6.000
02/06/15	02/25/15	16.260	Emmet Co (Petoskey) PSD	MI	School Bldg & Site & Ref Bonds	Series 2015		Aa2	NR	NR	5.450
02/10/15	03/12/15	5.015	Wexford Co (Cadillac) APSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		Aa3	NR	NR	6.000
02/10/15	08/04/15	24.030	Oakland Co (Birmingham) PSD	MI	Refunding Bonds	Series 2015		NR	NR	NR	4.500
02/11/15	03/05/15	9.650	Genesee Co (Carman-Ainsworth) CSD	MI	Refunding Bonds	Series 2015		A3	AA	NR	5.000
02/11/15	03/11/15	0.214	Cuyahoga Co (Maple Hts City) SD	OH	School Facilities Imp Ref Bonds	Series 2015		Baa1	AA	NR	
02/11/15	02/25/15	8.820	Garfield Co SD #RE-2	CO	GO Refunding Bonds	Series 2015		NR	AA-	NR	7.000
02/11/15	03/11/15	14.910	San Joaquin Co (Tracy) USD	CA	GO Refunding Bonds	2015 Series		Aa2	NR	NR	3.500
02/12/15	03/18/15	19.890	Oakland Co (Huron Valley) SD	MI	Refunding Bonds	Series 2015		NR	AA-	NR	4.500
02/12/15	03/17/15	3.820	Montcalm Co (Montabella) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	BBB+	NR	7.000
02/12/15	02/01/15	4.100	Simpson Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2015		Aa3	NR	NR	
02/12/15	03/05/15	252.440	Gwinnett Co SD	GA	GO Refunding Bonds	Series 2015		NR	NR	NR	4.500
02/12/15	03/10/15	25.325	Akron City-Ohio	OH	GO Various Purpose Ref Bonds	Series 2015 A		NR	AA-	NR	5.130
02/12/15	03/04/15	33.880	Vista Successor Redev Agency	CA	Sub Tax Allocation Ref Bonds	2015 Series B 1		NR	A	NR	6.087
02/12/15	03/11/15	34.940	Cuyahoga Co (Maple Hts City) SD	OH	School Facilities Imp Ref Bonds	Series 2015		Baa1	AA	NR	
02/12/15	02/26/15	22.850	Val Verde USD Financing Auth	CA	Special Tax Revenue Bonds	Series 2015	3.925	NR	NR	NR	14.000
02/12/15	03/04/15	24.540	Vista Successor Redev Agency	CA	Sub Tax Allocation Ref Bonds	2015 Ser A & B 2		NR	A	NR	5.861
02/13/15	03/18/15	9.970	Macomb Co (Clintondale) CSD	MI	Refunding Bonds	2015 Series		NR	AA-	NR	5.500
02/18/15	03/05/15	14.035	Pinal Co (JO Combs) ESD #44	AZ	Refunding Bonds	Series 2015		NR	A	NR	12.800
02/18/15	03/18/15	127.790	Milpitas Successor Redev Agency	CA	Tax Allocation Refunding Bonds	2015 Series	2.753	NR	AA-	NR	3.500
02/18/15	03/12/15	0.675	Mokena Comm Park Dt	IL	GO Refunding Bonds	Series 2015 B	1.093	NR	AA+	NR	
02/18/15	03/01/15	7.635	Walton-Verona ISD	KY	School Building Ref Rev Bonds	Series 2015		Aa3	NR	NR	
02/19/15	03/05/15	6.900	Cape Girardeau Muni Library Dt	MO	Ref Certificates of Participation	Series 2015		NR	A	NR	7.000
02/19/15	03/01/15	3.490	Harvest-Monrovia Wtr Swr & Fire Protect Au	AL	Water and Sewer Revenue Bonds	Series 2015 B		NR	A	NR	12.000
02/19/15	03/01/15	9.480	Harvest-Monrovia Wtr Swr & Fire Protect Au	AL	Water and Sewer Revenue Bonds	Series 2015 A		NR	A	NR	12.000
02/19/15	03/11/15	2.825	Ocoee Utility Dt	TN	Waterworks Revenue Ref Bonds	Series 2015 B		NR	AA-	NR	2.910
02/19/15	03/10/15	6.720	Clay Co (Kearney) RSD #R-I	MO	GO Refunding Bonds	Series 2015	.791	Aa2	AA+	NR	2.420
02/19/15	03/18/15	8.970	Wayne Co (Woodhaven-Brownstown) SD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		A2	NR	NR	5.000
02/19/15	03/19/15	7.620	Newaygo Co (White Cloud) PSD	MI	Refunding Bonds	Series 2015		Aa2	NR	NR	6.000
02/19/15	03/04/15	27.080	St Louis Co (Parkway) SD #C-2	MO	GO Refunding Bonds	Series 2015 A		NR	NR	NR	2.500
02/19/15	03/18/15	88.170	Orange Co (Irvine) USD	CA	Special Tax Refunding Bonds	Series 2015	3.656	NR	A-	NR	7.500
02/19/15	03/11/15	4.735	Ocoee Utility Dt	TN	Waterworks Revenue Ref Bonds	Series 2015 A		NR	AA-	NR	4.870
02/20/15	02/25/15	70.575	El Paso Co (Falcon) SD #49	CO	Certificates of Participation	Series 2015		Aa3	NR	A+	6.950
02/20/15	02/15/15	0.351	Williamson Co (Hutto) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A		NR	A	NR	.030
02/20/15	03/19/15	5.860	Tuscola Co (Reese) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series		NR	A+	NR	6.000
02/20/15	03/25/15	31.930	Oakland Co (Troy) CSD	MI	Refunding Bonds	2015 Series		NR	AA	NR	4.500
02/20/15	02/15/15	79.340	Williamson Co (Hutto) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A		NR	A	NR	6.490
02/23/15	03/01/15	2.685	Powell Co SD Fin Corp	KY	School Building Ref Rev Bonds	Series of 2015		Aa3	NR	NR	
02/24/15	03/11/15	5.050	St Louis City Industrial Dev Auth	MO	Tax Increment Ref Revenue Bonds	Series 2015		NR	NR	NR	27.500
02/24/15	03/18/15	23.920	Orange City-California	CA	Special Tax Refunding Bonds	2015 Series	3.938	NR	BBB	NR	9.120
02/25/15	04/07/15	13.065	Midland Co (Meridian) PSD	MI	Refunding Bonds	2015 Series		NR	A+	NR	5.000

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
02/25/15	03/01/15	6.205	Casey Co SD Finance Corp	KY	School Building Ref Revenue Bonds	Series of 2015		Aa3	NR	NR	
02/25/15	03/18/15	108.845	Lake Elsinore Pub Fin Auth	CA	Loc Agency Revenue Ref Bonds	Series 2015		NR	NR	NR	6.500
02/26/15	03/18/15	116.190	Auburn University	AL	General Fee Revenue Ref Bonds	Series 2015 A		Aa2	AA-	NR	5.900
02/26/15	03/11/15	12.340	Highland Successor Redev Agency	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	A	NR	10.500
02/26/15	03/24/15	8.860	Clinton Co (DeWitt) PSD	MI	Refunding Bonds	Series 2015		NR	A+	NR	2.990
02/27/15	03/10/15	1.060	Willoughby Hills City-Ohio	OH	Various Purpose Improvement BANs	Series 2015		NR	NR	NR	
03/02/15	03/12/15	15.570	Yuma Co (Crane) ESD #13	AZ	School Improvement & Ref Bonds	Series A & 2015		A2	AA	NR	13.200
03/03/15	04/02/15	41.020	Burbank Redev Success Agcy	CA	Tax Allocation Refunding Bonds	Series 2015		NR	A+	NR	3.500
03/03/15	03/25/15	38.830	Maricopa Co (Queen Creek) USD #95	AZ	School Improvement & Ref Bonds	Series 2015		Aa3	NR	NR	10.390
03/04/15	03/26/15	57.165	Maricopa Co (Higley) USD #60	AZ	School Improvement & Ref Bonds	Series 2015		A1	A+	NR	11.270
03/04/15	03/19/15	13.315	St Louis City Industrial Dev Auth	MO	Transportation Dev Rev Ref Bonds	Series 2015		NR	NR	NR	25.000
03/05/15	04/08/15	30.845	Ottawa Co-Michigan	MI	GO Ltd Tax Wtr Supply Sys Bonds	Series 2015		NR	NR	NR	4.000
03/10/15	03/26/15	2.895	Dickinson Co (Iron Mountain City) SD	MI	Refunding Bonds	2015 Series	1.740	Aa2	NR	NR	7.828
03/10/15	03/30/15	6.265	Sullivan Co-Tennessee	TN	Indus Business Park Ref Bonds	Series 2015 C	2.840	Aa2	NR	NR	
03/10/15	03/11/15	0.260	Safford-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015 B	1.980	NR	NR	NR	
03/10/15	03/11/15	0.715	Safford-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015 D	2.129	NR	NR	NR	
03/10/15	03/11/15	0.845	Safford-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015 C	1.625	NR	NR	NR	
03/10/15	03/11/15	5.800	Safford-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015 A	2.280	NR	NR	NR	
03/10/15	03/25/15	9.955	Cuyahoga Co (Mayfield) SD	OH	Ref Certificates of Participation	Series 2015 C		Aa2	NR	NR	8.760
03/11/15	04/01/15	9.280	Del Rio City-Texas	TX	GO Refunding Bonds	Series 2015		A1	A+	AA-	5.970
03/11/15	04/23/15	27.950	Lapeer Co (North Branch) ASD	MI	Refunding Bonds	2015 Series		A3	NR	NR	4.500
03/11/15	03/30/15	9.595	Elmore Co Board of Education	AL	Capital Outlay Sch Ref Warrants	Series 2015		Aa3	NR	NR	10.000
03/12/15	03/26/15	12.120	Missouri Housing Dev Commission	MO	Multi-Family Refunding Rev Bonds	2015 Series 1		NR	AA+	NR	8.150
03/12/15	04/02/15	52.645	Commerce City-Colorado	CO	Sales Tax Revenue Ref Bonds	Series 2015		A1	AA-	NR	4.350
03/12/15	04/02/15	6.645	Palm Springs City-California	CA	Ltd Oblig Ref Improvement Bonds	Series 2015-1		NR	NR	NR	10.780
03/13/15	03/25/15	381.785	Regents of the Univ of California	CA	General Revenue Bonds	2015 Series AP		Aa2	AA	AA	3.710
03/13/15	03/25/15	797.020	Regents of the Univ of California	CA	General Revenue Bonds	2015 Series AO		Aa2	AA	AA	3.380
03/13/15	03/31/15	8.830	Gulf Shores City-Alabama	AL	General Obligation Bonds	Series 2015		Aa2	AA+	NR	8.500
03/16/15	03/25/15	2.200	Flora City-Illinois	IL	GO Refunding Bonds	Series 2015 A		NR	BBB	NR	7.500
03/17/15	03/15/15	8.790	Angelina Co (Huntington) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	2.546	A2	NR	NR	5.100
03/18/15	04/16/15	166.100	Ventura Co Comm College Dt	CA	GO Refunding Bonds	2015 Series		Aa2	AA	NR	4.000
03/18/15	04/15/15	9.515	Pioneer Career & Tech Center	OH	Ref Certificates of Participation	Series 2015		NR	AA-	NR	
03/18/15	03/26/15	2.400	Lake Co-Ohio	OH	GO Limited Tax BANs	Series 2015		NR	NR	NR	
03/19/15	03/26/15	2.585	Dooly Co-Georgia	GA	GO Refunding Bonds	Series 2015 A		NR	A-	NR	5.659
03/19/15	03/31/15	36.770	Maricopa Co (Chandler) USD #80	AZ	Refunding Bonds	Series 2015		Aa1	AA	NR	7.500
03/19/15	03/27/15	4.275	Huguley Wtr Swr Fire Protect Au	AL	Water & Fire Protection Rev Bonds	Series 2015		NR	A-	NR	10.000
03/23/15	03/15/15	41.665	Richardson City-Texas	TX	GO Refunding Bonds	Series 2015		NR	NR	NR	5.320
03/23/15	04/07/15	0.920	Jackson Co (Center) SD #58	MO	Ref Certificates of Participation	Series 2015		NR	A-	NR	
03/24/15	04/09/15	9.035	Lake Co (Gurnee) SD #56	IL	GO Refunding School Bonds	Series 2015 A		NR	AA+	NR	5.500
03/24/15	03/15/15	18.675	Coppell City-Texas	TX	GO Refunding Bonds	Series 2015	2.106	NR	NR	NR	6.450
03/24/15	04/28/15	3.955	Hunt Co-Texas	TX	GO Refunding Bonds	Series 2015	1.992	NR	NR	NR	
03/24/15	04/08/15	4.315	Park Hills City-Missouri	MO	Certificates of Participation	Series 2015		NR	A-	NR	11.000
03/24/15	04/14/15	3.850	Todd Co-Kentucky	KY	GO Refunding Bonds	Series 2015	3.134	NR	AA	NR	
03/25/15	04/21/15	3.860	Newnan City-Georgia	GA	Public Utilities Revenue Bonds	Series 2015 B		A1	NR	NR	2.650
03/25/15	04/07/15	14.140	Duckett Creek Sewer Dt	MO	Sewer System Revenue Ref Bonds	Series 2015		Aa3	NR	NR	6.500
03/25/15	03/15/15	54.705	Bastrop ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		Aa3	AA-	NR	5.982
03/25/15	04/21/15	7.050	Newnan City-Georgia	GA	Public Utilities Ref Rev Bonds	Series 2015 A		A1	NR	NR	4.850
03/26/15	04/22/15	89.405	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 A	3.687	NR	NR	NR	8.380
03/26/15	04/01/15	7.960	Walden's Ridge Utility Dt	TN	Waterworks Rev Ref & Imp Bonds	Series 2015		NR	AA-	NR	5.780
03/27/15	04/01/15	7.585	Opp City-Alabama	AL	GO Refunding Warrants	Series 2015		NR	AA	NR	
03/30/15	04/15/15	8.820	Elyria City-Ohio	OH	GO Various Purpose Ref Bonds	Series 2015		NR	AA-	NR	6.000
03/31/15	04/01/15	8.690	Central Elmore Water & Sewer Auth	AL	Water Revenue Refunding Bonds	Series 2015 A		NR	A+	NR	9.000
03/31/15	04/22/15	20.850	Sedona-Oak Creek JUSD #9	AZ	Refunding Bonds	Series 2015		Aa2	NR	NR	11.291
03/31/15	04/14/15	6.490	Mendocino Co (Laytonville) USD	CA	GO & Refunding Bonds	2015 Series A		NR	A+	NR	6.000
04/01/15	04/15/15	0.370	Jefferson Co (Dunklin) SD #R-V	MO	GO Refunding Bonds	Series 2015		NR	A+	NR	.220
04/01/15	05/06/15	8.190	De Soto Parish SD #4	LA	GO School Refunding Bonds	Series 2015		NR	AA	NR	7.500
04/01/15	04/23/15	26.920	Kern Co (Panama-Buena Vista) USD	CA	Ref Certificates of Participation	Series 2015	3.358	NR	A	NR	8.000
04/01/15	04/14/15	24.995	Upper Arlington City-Ohio	OH	GO Various Purpose Ltd Tax Bonds	Series 2015		NR	NR	NR	4.500
04/01/15	04/15/15	8.880	Jefferson Co (Dunklin) SD #R-V	MO	GO Refunding Bonds	Series 2015		NR	A+	NR	5.280
04/01/15	04/15/15	11.205	Somerton City-Arizona	AZ	Revenue & Refunding Bonds	Series 2015		NR	A+	NR	17.230
04/01/15	04/28/15	3.940	Cuyahoga Co (Strongsville City) SD	OH	Ref Certificates of Participation	Series 2015		A1	AA	NR	6.350
04/02/15	04/22/15	4.715	Madison Co (Highland) CUSD #5	IL	GO Refunding School Bonds	Series 2015		NR	A	NR	8.750
04/03/15	04/16/15	12.280	Prattville City-Alabama	AL	GO Refunding Warrants	Series 2015		NR	AA-	NR	7.000
04/08/15	04/01/15	29.745	Hidalgo Co (Sharyland) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		Aa3	NR	AA-	6.380
04/08/15	04/29/15	21.715	Pinal Co (Florence) USD #1	AZ	Refunding Bonds	Series 2015		NR	A	NR	12.800
04/08/15	04/28/15	7.465	Etowah Co-Alabama	AL	GO Refunding Warrants	Series 2015 A & B		NR	A+	NR	7.000
04/08/15	05/06/15	14.305	Ventura Co (Oxnard) SD	CA	GO Refunding Bonds	2015 Series		NR	A+	NR	3.850
04/08/15	04/22/15	6.000	Lake Co (Lakeport) USD	CA	General Obligation Bonds	Series A		NR	A+	NR	9.000
04/09/15	04/28/15	1.180	Lee Co Utilities Authority	GA	Revenue Bonds	Series 2015 B		Aa2	AA-	NR	.890
04/09/15	04/28/15	8.805	Lee Co Utilities Authority	GA	Revenue Bonds	Series 2015 A		Aa2	AA-	NR	6.610
04/09/15	04/23/15	1.100	Lake Co (Gurnee) SD #56	IL	GO Refunding School Bonds	Series 2015 B		NR	AA+	NR	5.500
04/09/15	05/05/15	21.015	Lewis & Clark Comm Coll Dt #536	IL	GO Ref & Alt Rev Source Bonds	Series 2015 A & B		NR	AA	NR	8.000
04/09/15	04/21/15	24.835	Chesterfield Valley Transport Dev Dt	MO	Transportation Sales Tax Bonds	Series 2015		NR	A-	NR	12.500
04/10/15	04/28/15	1.225	Autauga Co Water Authority	AL	Water Revenue Refunding Bonds	Series 2015		NR	A	NR	19.000
04/14/15	05/12/15	8.740	Placer Co (Dry Creek) JESD	CA	Special Tax Refunding Bonds	Series 2015		NR	A	NR	13.000
04/14/15	04/15/15	8.695	Cooke Co (Gainesville) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	1.713	A1	NR	NR	4.020
04/14/15	04/15/15	32.245	Allen City-Texas	TX	GO Ref & Improvement Bonds	Series 2015		Aa1	NR	NR	5.550
04/14/15	05/06/15	12.795	Cuyahoga Co (Mayfield) SD	OH	Ref Certificates of Participation	Ser 2015 A, B & C-2		Aa2	NR	NR	7.050
04/15/15	04/01/15	4.140	Central Elmore Water & Sewer Auth	AL	Water Revenue Refunding Bonds	Series 2015 B		NR	A+	NR	9.000
04/15/15	04/30/15	19.985	Pinal Co (Casa Grande) UHSD #82	AZ	Refunding Bonds	Series 2015		NR	A+	NR	10.900
04/16/15	05/12/15	7.640	Marina City-California	CA	GO Refunding Bonds	Series 2015	3.251	NR	A	NR	5.910

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
04/16/15	05/19/15	12.905	St John Bapt Parish School Bd	LA	Sales Tax Refunding School Bonds	Series 2015		NR	A+	NR	8.000
04/16/15	04/30/15	2.715	West Kern Community College Dt	CA	GO Refunding Bonds	2015 Series B		NR	A+	NR	6.000
04/16/15	08/03/15	5.295	West Kern Community College Dt	CA	GO Refunding Bonds	2015 Series C		NR	A+	NR	6.000
04/16/15	05/07/15	19.560	RNR School Fin Au CFD #92-1	CA	Subordinate Special Tax Ref Bonds	2015 Series A		NR	A	NR	9.000
04/16/15	04/30/15	16.995	West Kern Community College Dt	CA	GO Refunding Bonds	2015 Series A		NR	A+	NR	6.000
04/20/15	05/01/15	9.345	Maverick Co (Eagle Pass) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A+	A-	5.320
04/20/15	05/04/15	6.135	Brentwood City-Missouri	MO	Tax Increment Refunding Rev Bonds	Series 2015		NR	NR	NR	27.500
04/21/15	05/01/15	8.300	Warrior River Water Authority	AL	Water Revenue Bonds	Series 2015		NR	A+	NR	9.000
04/21/15	05/27/15	9.855	Maryville City-Tennessee	TN	GO Refunding Bonds	Series 2015	2.947	NR	AA	NR	7.230
04/21/15	05/15/15	7.875	Sherburne Co-Minnesota	MN	GO Capital Imp Plan Ref Bonds	Series 2015 A	1.304	NR	AA+	NR	4.740
04/22/15	05/27/15	172.505	San Diego USD	CA	GO Refunding Bonds	2015 Series R-4		Aa3	AA-	NR	2.340
04/22/15	05/13/15	11.940	Malibu City-California	CA	Ref Certificates of Participation	Series 2015 A		NR	AA+	NR	6.680
04/22/15	05/13/15	17.535	Marin Co (Kentfield) SD	CA	GO & Refunding Bonds	2015 & Series A		NR	AA	NR	3.500
04/22/15	05/13/15	8.895	Malibu City-California	CA	Ref Certificates of Participation	Series 2015 B		NR	AA+	NR	8.690
04/22/15	05/20/15	24.445	Medina City SD	OH	Certificates of Participation	Series 2015		Aa3	NR	NR	5.500
04/23/15	05/13/15	39.075	Pinal Co-Arizona	AZ	Pledge Revenue Refunding Oblig	Series 2015 A		NR	AA-	AA-	10.440
04/23/15	05/28/15	16.285	Livingston Parish SD #1	LA	GO Refunding Bonds	Series 2015		NR	A+	NR	7.500
04/23/15	05/01/15	3.240	Pike Road Town-Alabama	AL	GO Refunding Warrants	Series 2015		NR	AA+	NR	11.000
04/27/15	06/01/15	3.995	Willard City-Missouri	MO	Ref Certificates of Participation	Series 2015		NR	A-	NR	10.750
04/28/15	05/12/15	0.130	Northwoods City-Missouri	MO	GO Refunding Bonds	Series 2015		NR	BBB+	NR	.320
04/28/15	05/12/15	2.710	Northwoods City-Missouri	MO	GO Refunding Bonds	Series 2015		NR	BBB+	NR	6.720
04/28/15	05/01/15	1.755	Collin Co (Blue Ridge) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	2.677	NR	A	NR	10.170
04/29/15	05/06/15	9.440	Denham Springs City-Louisiana	LA	Revenue Refunding Bonds	Series 2015		NR	A+	NR	7.510
04/29/15	05/14/15	31.865	Los Angeles (Antelope Valley) JUHSD	CA	GO Refunding Bonds	Series 2015		A1	AA	NR	3.000
04/29/15	05/12/15	6.565	Buckeye City-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015		NR	AA-	NR	6.500
04/29/15	05/14/15	5.060	Escondido City-California	CA	Refunding Revenue Bonds	Series 2015 B		NR	AA-	NR	4.690
04/29/15	05/14/15	14.645	Escondido City-California	CA	Refunding Revenue Bonds	Series 2015 A		NR	AA-	NR	4.690
04/29/15	05/27/15	0.045	Franklin Co (Reynoldsburg City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		Aa2	NR	NR	.010
04/29/15	05/27/15	47.625	Franklin Co (Reynoldsburg City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		Aa2	NR	NR	4.490
04/29/15	05/28/15	14.870	Upper Oconee Basin Water Auth	GA	Revenue Refunding Bonds	Series 2015 A		Aa2	NR	NR	3.500
04/29/15	05/28/15	15.110	Upper Oconee Basin Water Auth	GA	Revenue Refunding Bonds	Series 2015 B		Aa2	NR	NR	3.500
04/30/15	05/28/15	12.190	Macon-Bibb Co Urban Dev Auth	GA	Refunding & Imp Revenue Bonds	Series 2015 A		Aa2	AA	AA	8.210
04/30/15	05/28/15	6.240	Macon-Bibb Co Urban Dev Auth	GA	Refunding & Imp Revenue Bonds	Series 2015 B		Aa2	AA	AA	8.370
04/30/15	05/12/15	19.215	St Joseph Indust Dev Auth	MO	Special Obligation Ref Rev Bonds	Series 2015 B		NR	A+	NR	6.000
04/30/15	05/13/15	0.005	Lorain City SD	OH	GO Classroom Facs Imp Ref Bonds	Series 2015		NR	AA	NR	
04/30/15	05/13/15	3.500	Lorain City SD	OH	GO Classroom Facs Imp Ref Bonds	Series 2015		NR	AA	NR	
04/30/15	05/20/15	10.605	West Sonoma Co UHSD	CA	GO & Refunding Bonds	2015 Series D		Aa3	NR	NR	7.500
05/01/15	07/07/15	32.025	Seminole Co-Florida	FL	Water & Sewer Revenue Ref Bonds	Series 2015 B		Aa2	AA	NR	2.540
05/01/15	05/27/15	149.270	Seminole Co-Florida	FL	Water & Sewer Revenue Ref Bonds	Series 2015 A		Aa2	AA	NR	4.060
05/04/15	05/28/15	8.250	Macon-Bibb Co Industrial Auth	GA	Refunding Revenue Bonds	Series 2015		Aa2	AA	NR	7.640
05/05/15	05/15/15	0.060	Bee Co (Skidmore-Tynan) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A	NR	.180
05/05/15	05/15/15	2.730	Bee Co (Skidmore-Tynan) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A	NR	7.990
05/06/15	05/01/15	60.515	Williamson Co (Round Rock) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	NR	AA+	2.380
05/06/15	05/20/15	2.595	Oakley Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015 A		NR	BBB+	NR	4.020
05/06/15	05/20/15	3.115	Oakley Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015 B		NR	BBB+	NR	4.820
05/06/15	05/19/15	31.125	Maricopa Co (Cave Creek) USD #93	AZ	School Improvement & Ref Bonds	Ser A (2015) & 2015		NR	A+	NR	9.950
05/06/15	06/02/15	9.040	St Clair Co (OFallon) THSD #203	IL	GO Refunding School Bonds	Series 2015		NR	A+	NR	8.000
05/06/15	06/03/15	13.745	Escondido City CFD #2006-01	CA	Special Tax Refunding Bonds	Series 2015		NR	BBB	NR	6.640
05/06/15	05/20/15	9.610	La Porte City-Indiana	IN	Sewage Works Revenue Bonds	Series 2015		NR	A	NR	22.780
05/07/15	06/04/15	2.700	Braselton Town-Georgia	GA	Water & Sewerage Revenue Bonds	Series 2015 B		NR	A	NR	1.550
05/07/15	05/19/15	31.205	Pima Co (Vail) USD #20	AZ	School Improvement & Ref Bonds	Series 2015		NR	A	NR	11.060
05/07/15	05/15/15	7.910	McLennan Co (China Spring) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A+	NR	7.370
05/07/15	05/27/15	30.940	Riverside City-California	CA	Pension Obligation Refunding BANs	2015 Series A		NR	NR	NR	3.250
05/07/15	06/02/15	24.325	Sacramento City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	BBB+	NR	9.420
05/07/15	06/04/15	9.515	Braselton Town-Georgia	GA	Water & Sewerage Revenue Bonds	Series 2015 A		NR	A	NR	5.450
05/11/15	06/04/15	10.915	Weld Co (Greeley) SD #6	CO	GO Refunding Bonds	Series 2015 A		Aa3	AA-	NR	1.550
05/11/15	06/04/15	37.170	Weld Co (Greeley) SD #6	CO	GO Refunding Bonds	Series 2015		Aa3	AA-	NR	2.550
05/11/15	06/04/15	1.135	Cuyahoga Co (Garfield Hts) SD	OH	GO School Improvement Ref Bonds	Series 2015		A2	NR	NR	.280
05/11/15	06/04/15	18.020	Cuyahoga Co (Garfield Hts) SD	OH	GO School Improvement Ref Bonds	Series 2015		A2	NR	NR	4.440
05/12/15	06/03/15	41.890	Maricopa Co (Buckeye) UHSD #201	AZ	School Improvement & Ref Bonds	Series 2015		NR	A	NR	11.750
05/12/15	05/28/15	5.130	Stanislaus Co (Riverbank) SD	CA	GO Refunding Bonds	2015 Series		NR	A+	NR	4.500
05/12/15	06/17/15	0.170	Greene Co (Fairborn City) SD	OH	School Improvement Ref Bonds	Series 2015		Aa3	NR	NR	
05/12/15	06/17/15	12.000	Greene Co (Fairborn City) SD	OH	School Improvement Ref Bonds	Series 2015		Aa3	NR	NR	
05/12/15	06/04/15	7.590	Lake Elsinore Pub Fin Auth	CA	Local Agency Revenue Ref Bonds	2015 Series B		NR	A-	NR	9.500
05/12/15	06/09/15	61.520	Escondido City-California	CA	GO Refunding Bonds	Series 2015		NR	AA-	NR	3.330
05/13/15	06/09/15	6.595	South El Monte Imp Dt Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series B		NR	A-	NR	13.610
05/13/15	06/04/15	63.145	Poway USD Public Finance Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 B	4.018	NR	BBB+	NR	7.950
05/13/15	05/21/15	8.185	Concord Town-Massachusetts	MA	GO Municipal Purpose Loan Bonds	Series of 2015	1.406	NR	NR	NR	3.960
05/13/15	06/09/15	8.985	South El Monte Imp Dt Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	A-	NR	9.660
05/14/15	06/16/15	38.170	Macomb Co (Chippewa Valley) SD	MI	GO Refunding Bonds	Series A 2015		Aa3	A+	NR	2.950
05/14/15	06/16/15	195.675	Macomb Co (Chippewa Valley) SD	MI	GO Refunding Bonds	Series B 2015		Aa3	A+	NR	2.950
05/14/15	06/11/15	0.415	Tarrant Co (Carroll) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A	2.125	NR	AA+	NR	1.670
05/14/15	06/01/15	2.380	Tarrant Co (Carroll) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A	2.125	NR	AA+	NR	9.600
05/18/15	06/04/15	0.440	Lee Co (Paw Paw) CUSD #271	IL	GO Refunding School Bonds	Series 2015 B		NR	A	NR	2.480
05/18/15	06/04/15	1.690	Lee Co (Paw Paw) CUSD #271	IL	GO Limited School Bonds	Series 2015 C		NR	A	NR	9.500
05/18/15	06/04/15	0.515	Lee Co (Paw Paw) CUSD #271	IL	GO Refunding School Bonds	Series 2015 A		NR	A	NR	2.900
05/19/15	06/01/15	4.515	Presidio Co (Marfa) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		NR	A	NR	10.770
05/19/15	06/17/15	6.425	Marathon Co (Mosinee) SD	WI	GO Refunding Bonds	Series 2015 A	2.045	Aa2	NR	NR	
05/19/15	06/03/15	10.090	North Ridgeville City-Ohio	OH	GO Capital Imp & Equipment BANs	Series 2015		NR	NR	NR	
05/19/15	06/18/15	2.925	Tallmadge City-Ohio	OH	Recreation Improvement Ref Bonds	Series 2015		Aa2	NR	NR	4.250
05/20/15	06/10/15	12.265	Moulton Niguel Water Dt	CA	Revenue Refunding Bonds	2015 Series	1.795	NR	AA+	NR	4.030

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
05/20/15	06/17/15	12.715	Sonoma Co (Windsor) USD	CA	GO Refunding Bonds	2015 Series		Aa3	NR	NR	4.750
05/20/15	06/16/15	3.380	Santaluz Comm Facility Dt #2	CA	Special Tax Refunding Bonds	Series 2015	3.429	NR	NR	NR	8.160
05/20/15	06/16/15	6.215	Santaluz Comm Facility Dt #2	CA	Special Tax Refunding Bonds	Series 2015	3.610	NR	NR	NR	5.890
05/21/15	06/23/15	14.650	Winder Barrow Co Ind Bldg Au	GA	Revenue Refunding Bonds	Series 2015		NR	AA-	NR	6.250
05/21/15	06/11/15	0.129	Fulton Co (Pike-Delta-York) LSD	OH	GO Various Purpose Ref Bonds	Series 2015 A		A1	NR	NR	.060
05/21/15	06/11/15	2.830	Fulton Co (Pike-Delta-York) LSD	OH	GO School Improvement Ref Bonds	Series 2015 B		A1	NR	NR	1.290
05/21/15	06/11/15	7.990	Fulton Co (Pike-Delta-York) LSD	OH	GO Various Purpose Ref Bonds	Series 2015 A		A1	NR	NR	3.650
05/21/15	06/18/15	4.105	Saugus USD CFD #2004-1	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	9.000
05/21/15	06/18/15	16.205	Saugus USD CFD #2005-1	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	9.000
05/22/15	06/01/15	38.660	Philadelphia Auth for Indus Dev	PA	Healthcare Facility Revenue Bonds	Series 2015 A		NR	NR	NR	15.310
05/27/15	06/24/15	0.160	Cuyahoga Co (Olmsted Falls City) SD	OH	Classroom Facs & School Imp Bonds	Series 2015 A		NR	A+	NR	.120
05/27/15	06/24/15	1.945	Cuyahoga Co (Olmsted Falls City) SD	OH	Classroom Facs&Sch Imp Ref Bonds	Series 2015 B		NR	A+	NR	1.510
05/27/15	06/01/15	8.885	Navarro Co (Mildred) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	2.808	NR	A+	NR	7.080
05/27/15	06/23/15	29.749	Merced UHSD	CA	GO Refunding Bonds	2015 Series		Aa3	AA	NR	5.750
05/27/15	05/15/15	38.260	Cameron Co (Harlingen) CISD	TX	Unlimited Tax Refunding Bonds	Series 2015		Aa3	AA-	NR	5.540
05/27/15	06/16/15	10.390	Sedona City-Arizona	AZ	Excise Tax Revenue Ref Oblig	Series 2015	1.300	NR	NR	NR	
05/27/15	06/24/15	8.465	Cuyahoga Co (Olmsted Falls City) SD	OH	Classroom Facs & School Imp Bonds	Series 2015 A		NR	A+	NR	6.580
05/27/15	06/10/15	64.120	Maricopa Co (Kyrene) ESD #28	AZ	School Improvement & Ref Bonds	Series 2015		Aa1	AA	NR	8.220
05/27/15	06/16/15	37.130	Twin Lakes Regional Sewer Dt	IN	Sewage Works Revenue & Ref Bonds	Series of 2015		NR	A	NR	4.250
05/28/15	06/09/15	27.765	Rangeview Library Dt	CO	Ref Certificate of Participation	Series 2015		Aa3	AA	NR	5.500
05/28/15	06/25/15	64.475	Orange Co (Placentia-Yorba Linda) USD	CA	GO Refunding Bonds	Series 2015	3.249	Aa3	AA-	NR	3.250
05/28/15	06/11/15	45.115	Chino Public Financing Auth	CA	Local Agency Refunding Bonds	Series 2015 A		NR	BBB	NR	8.000
05/28/15	06/17/15	6.245	North St Paul City-Minnesota	MN	GO Refunding Bonds	Series 2015 A	1.963	NR	AA	NR	4.760
05/28/15	06/11/15	20.195	Baltimore Mayor & City Council	MD	Consolidated Spec Oblig Ref Bonds	Series 2015		NR	BBB+	NR	10.000
05/29/15	06/23/15	25.105	Macomb Co (Utica) CSD	MI	School Building & Site Ref Bonds	Series 2015		NR	AA-	NR	4.400
06/01/15	06/16/15	10.000	Riverside USD	CA	Certificates of Participation	Series 2015	3.691	NR	NR	NR	
06/02/15	06/11/15	2.870	Adams 12 Five Star SD	CO	Ref Certificates of Participation	Series 2015 B		Aa3	A+	NR	4.700
06/02/15	06/10/15	7.790	Lucas Co-Ohio	OH	Juvenile Justice Center Ref Bonds	Series 2015		Aa2	AA	NR	4.500
06/02/15	06/30/15	110.610	Santa Clara Co (Sunnyvale) SD	CA	GO Refunding Bonds	2015 Series		Aa1	AA+	NR	3.250
06/03/15	06/17/15	48.810	Riverside USD	CA	GO Refunding Bonds	2015 Series	3.302	Aa2	A+	NR	9.120
06/03/15	07/06/15	26.845	Poway Successor Redev Agy	CA	Tax Allocation Refunding Bonds	2015 Series B		NR	AA-	NR	2.640
06/03/15	06/18/15	8.865	Show Low City-Arizona	AZ	Excise Tax Rev & Rev Ref Oblig	Series 2015	2.420	NR	NR	NR	
06/03/15	06/24/15	45.685	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	2015 Series A	4.211	NR	BBB+	NR	7.780
06/03/15	06/11/15	2.425	Sugar Creek City-Missouri	MO	Ref Certificates of Participation	Series 2015		NR	NR	NR	18.500
06/03/15	07/06/15	133.110	Poway Successor Redev Agy	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	AA	NR	2.820
06/04/15	06/17/15	8.050	Ceres Successor Redev Agency	CA	Tax Allocation Refunding Bonds	Issue of 2015		NR	A	NR	10.750
06/04/15	06/25/15	33.860	San Ramon Redev Successor Agcy	CA	Subordinate Tax Alloc Ref Bonds	Series 2015 A		NR	A-	NR	4.750
06/04/15	06/25/15	16.515	San Ramon Redev Successor Agcy	CA	Sub Tax Allocation Ref Bonds	2015 Series B		NR	A-	NR	5.560
06/04/15	06/24/15	19.090	Jurupa Public Financing Authority	CA	Special Tax Revenue Bonds	Series 2015 B	4.211	NR	NR	NR	12.460
06/05/15	07/01/15	3.480	Seal Beach City-California	CA	Special Tax Refunding Bonds	2015 Series	3.870	NR	NR	NR	11.320
06/10/15	06/24/15	41.550	E-470 Public Highway Auth	CO	Senior Revenue Bonds	Series 2015 A		Baa1	BBB+	BBB	4.720
06/10/15	06/24/15	6.935	San Diego Co (Bonsall) USD	CA	GO Refunding Bonds	2015 Series		Aa3	AA-	NR	4.900
06/10/15	07/16/15	11.600	Bakersfield City-California	CA	Limited Oblig Ref Bonds	Series 2015 A	3.322	NR	NR	NR	12.500
06/10/15	06/30/15	23.665	Paramount Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015		NR	A	NR	6.250
06/10/15	07/16/15	1.680	Bakersfield City-California	CA	LImited Oblig Refunding Bonds	Series 2015 B	4.571	NR	NR	NR	12.500
06/11/15	06/25/15	81.050	Oakland Co (Farmington) PSD	MI	GO School Bldg & Site & Ref Bonds	2015 Series		Aa3	AA	NR	3.960
06/11/15	07/02/15	94.035	Maricopa Co (Peoria) USD #11	AZ	School Imp & Refunding Bonds	Series 2015		A2	AA-	NR	7.320
06/15/15	07/01/15	19.980	St Charles Co (Fort Zumwalt) SD	MO	GO Refunding & Improvement Bonds	Series 2015		Aa1	AA+	NR	
06/16/15	07/07/15	4.770	Ogle Co (Forrestville Valley) CUSD #221	IL	General Obligation School Bonds	Series 2015		A1	AA	NR	4.750
06/16/15	07/14/15	84.710	San Marcos Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015 A	3.368	NR	AA-	NR	4.340
06/16/15	07/09/15	21.110	North Natomas CFD #4	CA	Special Tax Refunding Bonds	Series F (2015)		NR	BBB+	NR	9.660
06/16/15	07/14/15	139.285	San Marcos Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015 B		NR	AA-	NR	4.570
06/17/15	07/23/15	42.515	Kalamazoo PSD	MI	Refunding Bonds	2015 Series		Aa3	NR	NR	2.340
06/17/15	06/30/15	9.655	Pittsburg City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	11.900
06/18/15	06/29/15	22.170	Rock Valley Comm College Dt #511	IL	GO Community College Bonds	Series 2015 D		NR	AA	NR	3.850
06/18/15	07/15/15	5.465	Imperial City-California	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.500
06/18/15	07/15/15	5.675	Imperial Comm Facs Dt 2004-3	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.580
06/18/15	07/02/15	13.455	Utah Charter School Fin Auth	UT	Charter School Rev Ref Bonds	Series 2015		NR	BBB-	NR	4.290
06/23/15	07/09/15	3.220	Seven Hills City-Ohio	OH	GO Ltd Tax Cap Improvement BANs	Series 2015		NR	NR	NR	
06/23/15	07/02/15	9.225	Broussard City-Louisiana	LA	Public Imp Sales Tax Ref Bonds	Series 2015		NR	A	NR	10.000
06/23/15	07/23/15	74.375	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2015 A	4.001	NR	AA-	NR	4.470
06/23/15	07/23/15	81.445	Los Angeles Co Redev Ref Auth	CA	Tax Allocation Rev Ref Bonds	Series 2015 B	3.948	NR	AA-	NR	4.970
06/23/15	07/02/15	14.100	Bridgeton Industrial Dev Auth	MO	Sales Tax Refunding Rev Bonds	Series 2015 A		NR	NR	NR	27.500
06/24/15	08/05/15	9.290	Kent CSD	MI	GO Refunding Bonds	2015 Series		NR	AA-	NR	4.250
06/25/15	07/01/15	239.525	Industry City Public Facs Auth	CA	Tax Allocation Rev Ref Bonds	Series 2015 A		NR	A	NR	8.260
06/25/15	07/01/15	7.140	Industry City Public Facs Auth	CA	Tax Allocation Rev Ref Bonds	Series 2015 A		NR	A-	NR	8.300
06/25/15	07/01/15	7.230	Industry City Public Facs Auth	CA	Tax Allocation Revenue Ref Bonds	Series 2015 A		NR	A-	NR	9.120
06/25/15	08/01/15	9.890	Greene Co (Paragould) SD #1	AR	Refunding Bonds	Series 2015	2.558	Aa2	NR	NR	11.140
06/25/15	07/01/15	37.425	Industry City Public Facs Auth	CA	Tax Allocation Rev Ref Bonds	Series 2015 B		NR	A-	NR	10.070
06/25/15	07/01/15	33.815	Industry City Public Facs Auth	CA	Sub Tax Allocation Rev Ref Bonds	Series 2015 A		NR	NR	NR	14.890
06/25/15	07/01/15	249.770	Industry City Public Facs Auth	CA	Tax Allocation Revenue Ref Bonds	Series 2015 B		NR	A-	NR	9.250
06/29/15	07/22/15	3.750	McPherson City-Kansas	KS	GO Refunding & Improvement Bonds	Series 137 of 2015		NR	AA-	NR	6.300
06/30/15	07/14/15	22.145	Jefferson Co (Fox) CSD #6	MO	Certificates of Participation	Series 2015		NR	A	NR	8.500
06/30/15	07/30/15	11.140	Ventura USD	CA	GO Refunding Bonds	2015 Series		Aa3	NR	NR	3.900
06/30/15	07/29/15	8.425	Walton Co Wtr & Sewerage Au	GA	Refunding Revenue Bonds	Series 2015		Aa2	NR	NR	7.500
07/01/15	07/30/15	20.640	Rialto Successor Redev Agency	CA	Tax Allocation Rev Ref Bonds	2015 Series A	4.209	NR	A	NR	6.000
07/01/15	07/22/15	43.695	Chula Vista Muni Fin Auth	CA	Revenue Refunding Bonds	Series 2015 B	3.398	NR	A-	NR	4.940
07/01/15	07/31/15	15.090	Autauga Co BOE	AL	Public School Tax Rev Warrants	Series 2015		NR	AA-	NR	10.000
07/01/15	07/22/15	30.460	Chula Vista Muni Fin Auth	CA	Special Tax Revenue Ref Bonds	Series 2015 A	4.038	NR	BBB+	NR	4.950
07/01/15	07/30/15	23.495	Rialto Successor Redev Agency	CA	Tax Alloc Hsg & Rev Ref Bonds	2015 Series B & C		NR	A	NR	6.000
07/02/15	07/15/15	6.880	St Clair Co (OFallon) CCSD #90	IL	GO School Ref Bonds & Debt Certs	Series 2015 A& B		NR	A	NR	22.330

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
07/07/15	07/30/15	40.090	Riverside Co (Murrieta Valley) USD	CA	GO Refunding Bonds	Series 2015		A1	A+	NR	4.750
07/07/15	07/21/15	5.610	Castle Rock Town-Colorado	CO	Wtr Swr Enterprise Rev Ref Bonds	Series 2015		NR	AA	NR	7.500
07/08/15	08/06/15	7.335	Palos Verdes Peninsula USD	CA	GO Refunding Bonds	Series 2015		Aa1	NR	NR	8.000
07/08/15	07/30/15	7.735	Orange Co (Santa Ana) USD	CA	Special Tax Refunding Bonds	2015 Series		NR	NR	NR	12.650
07/08/15	07/29/15	18.925	Colton City Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2015		NR	A	NR	6.190
07/09/15	07/01/15	28.950	Hood Co (Granbury) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		Aa3	A+	NR	6.020
07/09/15	07/29/15	13.060	Clark Co-Nevada	NV	Local Improvement Refunding Bonds	Series 2015		NR	NR	NR	15.000
07/09/15	07/29/15	5.480	Imperial City-California	CA	Special Tax Refunding Bonds	Series 2015 A		NR	NR	NR	10.750
07/09/15	07/23/15	5.910	Arab City Sewer Board	AL	Sewer Revenue Bonds	Series 2015		NR	AA	NR	15.000
07/14/15	07/15/14	4.095	Litchfield Park-Arizona	AZ	Pledged Revenue Obligation	Series 2015	2.580	NR	NR	NR	
07/14/15	08/13/15	2.040	Lamar Co Wtr & Fire Protect Auth Inc	AL	Water Revenue Bonds	Series 2015		NR	AA	NR	20.000
07/15/15	08/12/15	14.405	Poway USD Public Finance Auth	CA	Special Tax Rev Ref Bonds	Series 2015 C	3.261	NR	A	NR	13.000
07/15/15	07/15/15	107.710	Frisco City-Texas	TX	GO Refunding & Improvement Bonds	Series 2015 A		Aa1	AA+	NR	4.890
07/15/15	08/01/15	0.090	Grimes Co (Anderson-Shiro) CISD	TX	Unlimited Tax Refunding CABs	Series 2015	3.192	NR	NR	NR	
07/15/15	08/01/15	8.915	Grimes Co (Anderson-Shiro) CISD	TX	Unlimited Tax Refunding Bonds	Series 2015	3.192	NR	NR	NR	
07/16/15	08/11/15	26.110	Ottawa Co (Coopersville) APSD	MI	GO Refunding Bonds	2015 Series B		NR	A+	NR	3.870
07/16/15	08/04/15	18.725	San Mateo Flood Control Dt	CA	Revenue Refunding Bonds	2015 Series		NR	AA	NR	6.100
07/16/15	08/04/15	8.465	St Charles Co (Wentzville) SD R-IV	MO	GO Refunding Bonds	Series 2015		Aa2	AA+	NR	5.500
07/16/15	08/13/15	88.915	San Joaquin Co (Manteca) USD	CA	GO & Refunding Bonds	2015 & Series A		Aa2	AA-	NR	4.500
07/16/15	08/11/15	32.495	Ottawa Co (Coopersville) APSD	MI	Refunding Bonds	2015 Series A		NR	A+	NR	3.550
07/16/15	07/30/15	4.230	Jacksonville City-Alabama	AL	General Obligation Warrants	Series 2015		NR	A+	NR	11.000
07/17/15	08/05/15	26.580	Oakland Co (Oxford) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		Aa3	NR	NR	3.760
07/17/15	08/05/15	43.850	Oakland Co (Oxford) CSD	MI	GO Unlimited Tax Refunding Bonds	Series B		Aa3	NR	NR	3.760
07/21/15	07/30/15	5.460	Clarendon Facilities Corp	SC	INstallment Purch Ref Rev Bonds	Series 2015		NR	A	NR	12.500
07/21/15	08/11/15	8.335	Oceanside Pub Financing Auth	CA	Lease Revenue Bonds	Series 2015 A		NR	AA	NR	6.150
07/21/15	08/05/15	15.415	Santa Clara Co (Oak Grove) SD	CA	GO Refunding Bonds	Series 2015		Aa2	NR	NR	4.500
07/21/15	07/15/15	9.265	Collin Co (Celina) ISD	TX	Unlmited Tax Refunding Bonds	Series 2015	3.435	A1	NR	NR	8.830
07/21/15	08/12/15	3.845	Lorain City-Ohio	OH	GO Urban Renewal Ref Bonds	Series 2015		A3	AA	NR	9.250
07/22/15	08/13/15	6.110	Ottawa Co (Allendale) PSD	MI	Refunding Bonds	2015 Series A		NR	A-	NR	4.000
07/22/15	08/13/15	42.625	Ottawa Co (Allendale) PSD	MI	Refunding Bonds	2015 Series B		NR	A-	NR	3.900
07/22/15	08/13/15	6.715	Yavapai Co (Mingus) UHSD #4	AZ	Refunding Bonds	Series 2015		A1	AA	NR	12.840
07/22/15	08/06/15	16.430	Pueblo Water Works Board	CO	Water Revenue Refunding Bonds	Series 2015		NR	AA	NR	3.500
07/22/15	09/03/15	8.950	Madison Co (London City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015 A		A1	NR	NR	7.000
07/22/15	07/30/15	15.675	Wentzville City-Missouri	MO	Ref Certificates of Participation	Series 2015		Aa3	NR	NR	5.500
07/22/15	08/11/15	32.020	Oceanside City-California	CA	Pension Obligation Ref Bonds	Series 2015		NR	AA	NR	5.210
07/22/15	08/12/15	50.625	Irvine City-California	CA	Ltd Obligation Improvement Bonds	Series 2015	3.996	NR	NR	NR	7.430
07/23/15	08/26/15	8.705	Genesee Co (Flushing) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series B		A1	NR	NR	7.830
07/23/15	08/12/15	17.395	Oakland Co (Avondale) SD	MI	School Building Site & Ref Bonds	Series 2015		Aa2	NR	NR	4.750
07/23/15	08/03/15	16.900	Poplar Bluff City-Missouri	MO	Tax Increment Ref Revenue Bonds	Series 2015 A		NR	NR	NR	27.500
07/28/15	08/25/15	120.205	Yosemite Comm College Dt	CA	GO Refunding Bonds	Series 2015		Aa2	AA-	NR	2.750
07/28/15	08/04/15	14.885	Indianapolis Loc Pub Imp Bond Bank	IN	Refunding Bonds	Series H		NR	NR	NR	6.340
07/29/15	09/08/15	32.860	Marion Co School Board	FL	Ref Certificates of Participation	Series 2015 B		A2	AA	A	2.670
07/29/15	08/27/15	8.920	Cass Co (Dowagiac) USD	MI	Refunding Bonds	2015 Series		NR	A+	NR	5.250
07/29/15	09/01/15	2.500	East Palo Alto Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 B	2.252	NR	A+	NR	4.730
07/29/15	09/01/15	16.950	East Palo Alto Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 A	3.355	NR	A+	NR	5.440
07/29/15	08/20/15	4.995	Eastern Municipal Water Dt Fin Auth	CA	Ltd Obligation Refunding Bonds	Series 2015	3.288	NR	NR	NR	14.250
07/29/15	08/20/15	25.555	El Dorado Co-California	CA	Special Tax Bonds	2015 Series A & B		NR	BBB-	NR	12.790
07/30/15	08/13/15	3.880	Attalla City-Alabama	AL	GO School Warrants Bonds	Series 2015		NR	A	NR	12.500
07/30/15	08/19/15	47.360	Irvine City-California	CA	Ltd Obligation Improvement Bonds	Series 2015	2.581	NR	A-	NR	5.710
07/30/15	08/13/15	4.925	Jefferson & Madison Cos JSD #251	ID	GO Refunding Bonds	Series 2015	1.427	A1	NR	NR	4.890
07/30/15	08/19/15	1.220	Jefferson Public Building Auth	GA	Revenue Refunding Bonds	Series 2015 B		Aa2	NR	NR	.680
07/30/15	08/19/15	6.445	Jefferson Public Building Auth	GA	Revenue Refunding Bonds	Series 2015 A		Aa2	NR	NR	3.570
07/30/15	09/03/15	8.390	Huron Co (Norwalk City) SD	OH	GO Unltd Tax Refunding Bonds	Series 2015		Aa3	NR	NR	7.500
07/30/15	08/11/15	5.070	Fountain Urban Renewal Authority	CO	Public Imp Fee Refunding Bonds	Series 2015 B		NR	NR	NR	22.500
07/30/15	08/11/15	41.930	Fountain Urban Renewal Authority	CO	Tax Increment Rev Ref & Imp Bonds	Series 2015 A		NR	NR	NR	22.500
07/30/15	08/12/15	67.860	Roseville City-California	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	9.500
08/04/15	09/03/15	5.995	Park Co (Platte Canyon) SD #1	CO	GO Refunding Bonds	Series 2015		Aa2	NR	NR	6.500
08/04/15	08/18/15	15.530	Indio City-California	CA	Special Tax Refunding Bonds	Series 2015	4.127	NR	NR	NR	7.500
08/05/15	09/03/15	6.660	Allen Co (Lima) SD	OH	GO School Facs Ref Bonds	Series 2015		A2	NR	NR	5.500
08/05/15	08/18/15	38.050	Blue Springs City-Missouri	MO	Spcl Oblig Tax Inc & Special Dt	Series 2015 A		NR	NR	NR	23.750
08/05/15	09/01/15	13.610	Whittier Redev Successor Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 B		NR	A+	NR	4.990
08/05/15	09/01/15	31.005	Whittier Redev Successor Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 A		NR	A+	NR	4.740
08/06/15	09/03/15	2.490	Satilla Regional Water & Sewer Auth	GA	Water & Sewerage Ref Rev Bonds	Series 2015 B		A2	AA	NR	1.700
08/06/15	08/27/15	7.455	Eaton Co (Olivet) CSD	MI	GO Refunding Bonds	2015 Series A		A3	NR	NR	4.500
08/06/15	08/27/15	12.465	Eaton Co (Olivet) CSD	MI	GO Refunding Bonds	2015 Series B		A3	NR	NR	4.500
08/06/15	09/03/15	2.530	Madison Co (London City) SD	OH	Refunding Bonds	Series 2015 B		Aa2	NR	NR	7.000
08/06/15	08/25/15	79.700	Fremont City-California	CA	Special Tax Bonds	Series 2015	4.574	NR	NR	NR	6.200
08/06/15	09/03/15	9.640	Satilla Regional Water & Sewer Auth	GA	Water & Sewerage Ref Rev Bonds	Series 2015 A		A2	AA	NR	6.600
08/10/15	08/27/15	12.545	Genesee Co (Bendle) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series	3.384	NR	A	NR	20.430
08/11/15	09/01/15	9.075	Novi City-Michigan	MI	GO Refunding Bonds	Series 2015		NR	NR	NR	
08/12/15	09/03/15	34.330	Chula Vista Public Fin Auth	CA	Ref Certificates of Participation	2015 Series		A1	AA-	NR	5.120
08/12/15	09/03/15	10.080	Oceanside Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 B		NR	A+	NR	5.130
08/12/15	09/03/15	20.370	Oceanside Successor Redev Agcy	CA	Tax Allocation Refunding Bonds	Series 2015 A		NR	A+	NR	2.540
08/12/15	08/27/15	8.180	Oneonta Utilities Board	AL	Utility Revenue Refunding Bonds	Series 2015		NR	AA-	NR	10.000
08/13/15	08/27/15	14.440	San Bernardino Co-California	CA	Special Tax Bonds	Series 2015		NR	NR	NR	10.510
08/18/15	09/10/15	36.985	Vistancia CFD	AZ	GO Refunding Bonds	Series 2015		A1	NR	A-	10.190
08/19/15	09/09/15	31.755	Banning Financing Authority	CA	Refunding Revenue Bonds	Series 2015		NR	A-	NR	6.000
08/19/15	09/09/15	25.365	Banning Utility Authority	CA	Water Enterprise Revenue Bonds	2015 Series		NR	A+	NR	6.000
08/24/15	08/31/15	23.100	St Louis Co Industrial Dev Auth	MO	Sales Tax Refunding Rev Bonds	Series 2015 A		NR	NR	NR	22.500
08/25/15	09/16/15	7.900	Brighton Twp Sanit Swr Drain Dt	MI	GO Limited Tax Refunding Bonds	Series 2015		NR	NR	NR	3.190
08/25/15	09/10/15	8.065	Lake Elsinore Successor Redev Agency	CA	Sub Tax Allocation Ref Bonds	Series 2015		NR	A-	NR	

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
08/25/15	09/10/15	38.700	Auburn University	AL	General Fee Rev Ref Bonds	Series 2015 B		Aa2	AA-	NR	5.900
08/26/15	09/15/15	96.120	Vista Joint Powers Fin Auth	CA	Refunding Lease Revenue Bonds	2015 Series		NR	AA-	AA	4.000
08/26/15	09/09/15	3.895	Hazelwood City-Missouri	MO	Ref Certificates of Praticipation	Series 2015		NR	AA-	NR	7.000
08/27/15	09/28/15	21.835	Fairfield City-California	CA	Refunding Bonds	Series 2015		NR	AA-	NR	3.220
08/27/15	09/16/15	27.525	South Tahoe Jt Powers Fin Auth	CA	Refunding Revenue Bonds	2015 Series A		NR	BBB-	NR	6.120
08/31/15	08/15/15	21.145	Amarillo City-Texas	TX	Wtrwrks & Swr Sys Rev Ref Bonds	New Series 2015 A	2.387	NR	NR	NR	
09/01/15	09/22/15	13.900	Thornton Development Authority	CO	Tax Increment Rev Ref Bonds	Series 2015		NR	A	NR	4.750
09/01/15	10/06/15	0.905	Silver City Town-New Mexico	NM	Joint Util Sys Imp Ref Rev Bonds	Series 2015 B		NR	A-	NR	8.320
09/02/15	09/22/15	19.930	Livingston Co (Whitmore Lake) PSD	MI	GO Unlimited Tax Refunding BOnds	2015 Series B		NR	A-	NR	4.250
09/02/15	09/22/15	8.900	Livingston Co (Whitmore Lake) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		NR	A-	NR	4.250
09/02/15	09/24/15	5.045	Boone Co-Kentucky	KY	GO Refunding Bonds	Series 2015	1.894	Aa1	NR	NR	6.730
09/02/15	09/17/15	29.640	San Mateo Co (Burlingame) ESD	CA	GO & Refunding Bonds	2015 Series & B		Aa2	AA+	NR	2.600
09/03/15	09/01/15	8.220	Bastrop Co (Elgin) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015		A1	AA-	NR	5.130
09/03/15	09/22/15	5.563	Bullhead City-Arizona	AZ	Excise Taxes Revenue Ref Oblig	Series 2015 A & B	1.980	NR	NR	NR	
09/04/15	02/03/16	66.480	Oakland Co (South Lyon) CSD	MI	Refunding Bonds	2016 Series		Aa2	NR	NR	3.380
09/08/15	09/23/15	14.315	Azusa Successor Redev Agency	CA	Subordinate Tax Alloc Ref Bonds	Series 2015 A		NR	A-	NR	4.600
09/08/15	09/23/15	16.215	Azusa Successor Redev Agency	CA	Subordinate Tax Alloc Ref Bonds	Series 2015 B		NR	A-	NR	4.600
09/08/15	10/13/15	6.325	Lincoln Co (Ruidoso) MSD #3	NM	GO Refunding Bonds	Series 2015	1.359	A1	NR	NR	1.630
09/10/15	09/01/15	2.060	Russell Co SD Fin Corp	KY	School Building Ref Rev Bonds	Series of 2015		Aa3	NR	NR	
09/10/15	09/29/15	24.500	Ingham Co (Williamston) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series B		Baa1	NR	NR	4.000
09/10/15	10/14/15	41.915	Sacramento Redev Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series B		NR	A	NR	2.310
09/10/15	10/14/15	62.135	Sacramento Redev Successor Agy	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	A	NR	3.420
09/10/15	09/29/15	14.690	Ingham Co (Williamston) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		Baa1	NR	NR	4.000
09/11/15	10/06/15	18.245	Calhoun Co (Harper Creek) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		A2	NR	NR	4.000
09/11/15	10/06/15	20.300	Calhoun Co (Harper Creek) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series B		A2	NR	NR	4.000
09/14/15	09/29/15	4.410	Sparta City-Illinois	IL	GO Refunding Bonds	Series 2015		NR	AA-	NR	9.000
09/15/15	10/01/15	0.730	Westlake Village-California	CA	Certificates of Participation	Series 2015 B		NR	AA+	NR	10.960
09/15/15	09/30/15	8.780	El Paso Co (Falcon) SD #49	CO	GO Refunding Bonds	Series 2015		Aa2	NR	NR	5.000
09/15/15	09/29/15	15.660	Navajo Co (Blue Ridge) USD #32	AZ	Refunding Bonds	Series 2015	2.500	NR	NR	NR	
09/15/15	10/01/15	16.675	Westlake Village-California	CA	Certificates of Participation	Series 2015 A		NR	AA+	NR	6.120
09/16/15	10/06/15	9.245	Shiawassee Co (Perry) PSD	MI	GO Refunding Bonds	2015 Series		Aa1	NR	NR	4.500
09/17/15	09/24/15	15.230	Walker Co Development Authority	GA	Economic Dev Revenue Bonds	Series 2015		NR	AA	NR	13.000
09/17/15	09/29/15	5.225	Inyo Co (Bishop) USD	CA	GO & Refunding Bonds	2015 Series A & B		NR	A+	NR	5.750
09/18/15	10/01/15	6.135	South Tahoe Successor Redev Agcy	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	11.170
09/24/15	09/01/15	4.440	Pharr City-Texas	TX	Comb Tax & Bridge Rev Ref Bonds	Series 2015 A		NR	A+	NR	5.030
09/24/15	09/01/15	9.120	Pharr City-Texas	TX	GO Refunding Bonds	Series 2015 B		NR	A+	NR	4.500
09/29/15	09/29/15	26.675	Alabama Priv Coll Univ Facs Auth	AL	Limited Obligation Revenue Bonds	Series 2015 A		NR	NR	NR	15.000
09/29/15	10/13/15	12.260	Unified Gov of Wyandotte Co/Kansas City	KS	Sales Tax Special Oblig Rev Bonds	Sub Lien Ser 2015 B		NR	NR	NR	10.000
09/30/15	10/20/15	42.060	San Diego Co (Vista) USD	CA	GO Refunding Bonds	2015 Series		Aa2	NR	NR	4.630
10/06/15	11/03/15	9.285	Kern Co (Delano) UESD	CA	GO Refunding Bonds	2015 Series A		NR	A	NR	7.970
10/06/15	10/20/15	47.060	Missouri Development Fin Board	MO	Infrastructure Facs Rev Ref Bonds	Series 2015 C		NR	A-	NR	17.500
10/08/15	11/04/15	37.590	Oakland Co (Lake Orion) CSD	MI	Refunding Bonds	2015 Series B		NR	AA-	NR	3.810
10/08/15	02/02/16	38.505	Oakland Co (Lake Orion) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	AA-	NR	4.000
10/08/15	10/22/15	4.220	Medina City SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		Aa2	NR	NR	7.110
10/09/15	10/13/15	0.780	Shalimar Town-Florida	FL	Multi-Fam Housing Rev Ref Bonds	Series 2015 A-2		NR	A	NR	1.600
10/09/15	11/03/15	5.445	Muskegon Co (Reeths-Puffer) SD	MI	GO Refunding Bonds	2015 Series A		A2	NR	NR	4.500
10/09/15	11/03/15	27.930	Muskegon Co (Reeths-Puffer) SD	MI	GO Refunding Bonds	2015 Series B		A2	NR	NR	4.500
10/09/15	10/13/15	11.390	Shalimar Town-Florida	FL	Multi-Family Hsg Rev Ref Bonds	Series 2015 A-1		NR	A	NR	23.400
10/13/15	11/01/15	9.330	Washington (Prairie Grove) SD #23	AR	Refunding Bonds	Series 2015	3.150	Aa2	NR	NR	17.900
10/15/15	11/12/15	9.175	Chisago Co (Rush) ISD #139	MN	GO School Building Ref Bonds	Series 2015 A	1.709	NR	A+	NR	
10/15/15	10/29/15	4.260	Coachella Sanitary Dt	CA	Wastewater Revenue Ref Bonds	2015 Series A		NR	BBB+	NR	15.000
10/15/15	11/10/15	55.770	Livingston Co (Hartland) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series B		A2	NR	NR	2.250
10/15/15	11/10/15	6.770	Livingston Co (Hartland) CSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		A2	NR	NR	2.250
10/20/15	10/28/15	66.630	Missouri Hlth & Ed Facs Authority	MO	Health Facilities Revenue Bonds	Series 2015 B		NR	A-	A	11.040
10/20/15	11/17/15	3.260	Sonoma Co (Petaluma) ESD	CA	GO Refunding Bonds	2015 Series		NR	AA	NR	8.000
10/21/15	10/29/15	12.335	Erie Town-Colorado	CO	Water Enterprise Rev Ref Bonds	Series 2015		A1	AA	NR	6.510
10/21/15	11/04/15	17.200	Embrey Mill Community Dev Au	VA	Special Assessment Rev Bonds	Series 2015		NR	NR	NR	15.000
10/26/15	11/10/15	8.845	Prescott Valley Town-Arizona	AZ	Pledged Revenue Refunding Oblig	Series 2015	2.380	NR	NR	NR	
10/27/15	11/12/15	72.135	Union City Successor Comm Redev Agy	CA	Tax Allocation Refunding Bonds	2015 A Series	3.587	NR	AA-	NR	3.230
10/27/15	11/12/15	5.005	Union City Successor Comm Redev Agy	CA	Tax Allocation Refunding Bonds	2015 B Series	4.165	NR	AA-	NR	3.230
10/27/15	11/01/15	6.950	Clay Co (Piggott) SD #52	AR	Refunding & Construction Bonds	Series 2015	3.322	Aa2	NR	NR	17.130
10/28/15	11/18/15	21.600	Clovis City-California	CA	Wastewater Revenue Ref Bonds	2015 Series		A1	A-	NR	4.000
10/28/15	11/18/15	4.570	Santa Clara Co (Moreland) SD	CA	General Obligation Bonds	Series B		Aa3	NR	NR	.650
10/28/15	11/18/15	29.510	Santa Clara Co (Moreland) SD	CA	GO & Refunding Bonds	2015 & Series B		Aa3	NR	NR	4.200
10/28/15	11/19/15	6.355	Louisiana Gov Env & Comm Dev	LA	Revenue Refunding Bonds	Series 2015		NR	NR	NR	1.250
10/28/15	11/24/15	70.200	Silicon Valley Clean Water	CA	Wastewater Revenue Bonds	2015 Series		Aa2	AAA	NR	4.980
10/29/15	11/24/15	15.795	Alexandria City-Louisiana	LA	Sales Tax Refunding Bonds	Series 2015		NR	AA	NR	8.500
10/29/15	11/18/15	18.895	Plaza at Noahs Ark Comm Imp Dt	MO	Tax Increment & Imp Rev Bonds	Series 2015		NR	NR	NR	22.040
10/30/15	11/12/15	5.930	Madison Co (Edwardsville) CUSD #7	IL	GO Refunding School Bonds	Series 2015		NR	BBB	NR	8.000
11/02/15	11/18/15	18.785	St Charles Neighborhood Imp Dt	MO	Limited GO Refunding Bonds	Series 2015 A B C		Aa2	NR	NR	7.500
11/03/15	11/12/15	2.965	Opp City-Alabama	AL	GO Refuding Warrants	Series 2015 - A		NR	A-	NR	12.500
11/03/15	11/12/15	13.250	Akron City-Ohio	OH	Economic Dev Rev Ref Bonds	Series 2015		NR	A+	NR	5.140
11/03/15	10/15/15	0.122	Bastrop ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A		Aa3	AA	NR	.050
11/03/15	10/15/15	21.065	Bastrop ISD	TX	Unlimited Tax Refunding Bonds	Series 2015 A		Aa3	AA-	NR	9.070
11/03/15	11/12/15	25.370	Akron City-Ohio	OH	Parking Facs Income Tax Rev Bonds	Series 2015		NR	AA+	NR	5.070
11/03/15	11/24/15	7.835	Lake Co (Fremont) SD #79	IL	GO Refunding School Bonds	Series 2015		Aa1	NR	NR	5.000
11/03/15	11/12/15	3.715	Aspen City-Colorado	CO	Parks & Open Sales Tax Ref Bonds	Series 2015		Aa2	NR	NR	6.000
11/03/15	11/12/15	5.930	Burlingame Housing Inc	CO	Multi-Family Hsg Rev Ref Bonds	Series 2015		Aa3	NR	NR	7.500
11/03/15	11/18/15	9.365	Henderson Redevelopment Agency	NV	Tax Increment Refunding Bonds	Series 2015		NR	A	NR	9.710
11/04/15	12/17/15	8.480	Muskegon Co (Montague) APSD	MI	Refunding Bonds	2015 Series A		NR	A-	NR	5.000
11/04/15	12/02/15	11.470	Henderson Creek Pub CFD# 2004-2	CA	Special Tax Refunding Bonds	Series 2015		NR	NR	NR	14.750

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
11/05/15	11/01/15	2.820	Montgomery Co SD Fin Corp	KY	School Building Ref Rev Bonds	Series of 2015		Aa3	NR	NR	
11/05/15	12/01/15	0.240	Sandusky Co (Fremont City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		Aa3	NR	NR	.210
11/05/15	12/01/15	7.260	Sandusky Co (Fremont City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		Aa3	NR	NR	5.790
11/05/15	12/03/15	11.395	Romoland SD Public Fin Auth	CA	Local Agency Refunding Bonds	Series 2015 A		NR	NR	NR	15.000
11/09/15	11/17/15	4.515	Bamberg Facilities Corporation	SC	Installment Purchase Ref Bonds	Series 2015 A		NR	A	NR	8.360
11/09/15	11/17/15	6.280	Bamberg Facilities Corporation	SC	Installment Purchase Ref Bonds	Series 2015 A		NR	A	NR	11.640
11/09/15	11/24/15	5.235	Cole Co (Jefferson City) SD	MO	GO Refunding Bonds	Series 2015		NR	AA-	NR	6.000
11/10/15	12/08/15	0.145	Stark Co (Osnaburg) LSD	OH	Unlimited Tax Refunding Bonds	Series 2015		NR	A	NR	.120
11/10/15	12/08/15	7.175	Stark Co (Osnaburg) LSD	OH	GO Unlimited Tax Refunding Bonds	Series 2015		NR	A	NR	5.880
11/10/15	12/10/15	47.915	Los Angeles Co (Santa Monica-Malibu) USD	CA	GO Refunding Bonds	2015 Series		Aa1	AA	NR	5.000
11/10/15	12/15/15	2.620	St Louis Co (Riverview Gardens) SD	MO	Ref Certificates of Participation	Series 2015		NR	BBB-	NR	7.630
11/10/15	11/24/15	41.185	San Mateo Co (San Carlos) SD	CA	GO & Refunding Bonds	Series 2015		NR	AA	NR	3.580
11/12/15	12/01/15	0.065	Rusk Co (Mount Enterprise) ISD	TX	Unlimited Tax Refunding CABs	Series 2015	2.848	NR	A	NR	
11/12/15	12/03/15	8.045	Dayton City-Ohio	OH	GO Ltd Tax Var Purp Ref Bonds	Series 2015		Aa2	AA	NR	7.360
11/12/15	12/10/15	3.360	St Louis Co (Ritenour) SD	MO	GO Refunding Bonds	Series 2015		NR	AA-	NR	5.510
11/12/15	12/08/15	0.580	Newburg RSD #R-II	MO	GO Refunding Bonds	Series 2015		NR	AA+	NR	15.000
11/12/15	12/01/15	11.055	Foothills Park & Rec Dt	CO	Refunding & Improvement COP	Series 2015		NR	AA-	NR	8.000
11/12/15	12/01/15	2.565	Rusk Co (Mount Enterprise) ISD	TX	Unlimited Tax Refunding Bonds	Series 2015	2.848	NR	A-	NR	
11/16/15	12/23/15	4.030	Bossier City-Louisiana	LA	Public Imp Sales Tax Ref Bonds	Series 2015		Aa3	AA-	NR	8.500
11/17/15	12/09/15	2.990	St Louis Co (Hazelwood) SD	MO	Ref Certificates of Participation	Series 2015		NR	A+	NR	6.690
11/17/15	12/17/15	3.925	Santa Clara Co (Morgan Hill) USD	CA	GO Refunding Bonds	2015 Series A		Aa1	NR	NR	4.500
11/17/15	12/17/15	31.805	Santa Clara Co (Morgan Hill) USD	CA	GO Refunding Bonds	2015 Series B		Aa1	NR	NR	4.500
11/18/15	11/30/15	4.955	Michigan Finance Authority	MI	Local Gov Loan Program Rev Bonds	Series 2015 E		NR	A	NR	6.320
11/18/15	12/08/15	2.650	Boone Co (Hallsville) R-IV SD	MO	GO Refunding Bonds	Series 2015		NR	A+	NR	7.550
11/18/15	11/25/15	3.535	La Plata Co (Bayfield) SD #10 JT-R	CO	GO Refunding Bonds	Series 2015		Aa2	NR	NR	7.000
11/19/15	12/16/15	2.230	Muskegon Co (No Muskegon) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series A		NR	A+	NR	5.250
11/19/15	12/16/15	7.730	Muskegon Co (No Muskegon) PSD	MI	GO Unlimited Tax Refunding Bonds	2015 Series B		NR	A+	NR	5.250
11/19/15	12/03/15	336.570	Industry City-California	CA	Senior Sales Tax Rev Ref Bonds	Series 2015 A		A1	A	NR	6.770
11/19/15	12/18/15	9.230	Leeds Pub Educ Bldg Auth	AL	Educational Facilities Rev Bonds	Series 2015		NR	A	NR	11.340
11/20/15	12/02/15	21.145	Hialeah City-Florida	FL	Special Obligation Ref Rev Bonds	Series 2015 B		NR	A+	A-	12.060
11/20/15	12/17/15	4.705	Muskegon Co (Montague) APSD	MI	GO Refunding Bonds	2015 Series B		NR	A-	NR	5.000
11/20/15	12/15/15	29.465	Saginaw TCSD	MI	GO Refunding Bonds	2015 Series		Aa2	NR	NR	2.350
11/20/15	12/10/15	40.205	Highlands Co School Board	FL	Ref Certificates of Participation	Series 2015		A3	NR	NR	4.150
11/24/15	12/10/15	17.910	Sacramento Co (Folsom Cordova) USD	CA	Ref Certificates of Participation	2015 Series		NR	A+	NR	6.000
11/24/15	12/23/15	50.770	San Diego Co (Grossmont) UHSD	CA	GO Refunding Bonds	Series 2015	3.506	Aa3	NR	NR	4.090
11/24/15	12/17/15	8.835	Pickaway Co (Circleville) SD	OH	GO Refunding Bonds	Series 2015		Aa3	NR	NR	4.750
12/01/15	12/15/15	5.680	Palm Springs Financing Authority	CA	Lease Revenue Refunding Bonds	Series 2015		NR	AA	NR	7.490
12/02/15	12/23/15	3.400	Muskegon Co (Orchard View) SD	MI	GO Refunding Bonds	2015 Series A		NR	AA-	NR	4.750
12/02/15	12/23/15	12.180	Muskegon Co (Orchard View) SD	MI	GO Refunding Bonds	2015 Series B		NR	AA-	NR	4.750
12/02/15	12/23/15	7.360	Alameda Co (Emery) USD	CA	GO & Refunding Bonds	2015 Series & E		Aa3	NR	NR	5.000
12/03/15	02/03/16	9.040	Calhoun Co (Pennfield) SD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	AA-	NR	5.000
12/03/15	12/17/15	15.330	Glendale City-Colorado	CO	Excise Tax Revenue Ref Bonds	Series 2015		NR	AA-	NR	6.500
12/03/15	12/17/15	10.810	Glendale City-Colorado	CO	Ref Certificates of Participation	Series 2015		NR	A+	NR	5.000
12/04/15	12/15/15	27.150	Adams 12 Five Star SD	CO	GO Refunding Bonds	Series 2015		Aa2	AA-	NR	3.400
12/04/15	12/15/15	4.740	Florence-Arizona	AZ	Pledged Excise Tax Rev Oblig	Series 2015		NR	NR	NR	
12/04/15	12/16/15	8.030	Sedona City-Arizona	AZ	Pledged Excise Tax Rev Ref Oblig	Series 2015		NR	NR	NR	
12/08/15	12/23/15	4.855	Tulare Co (Lindsay) USD	CA	GO Refunding Bonds	2015 Series		NR	A+	NR	5.770
12/08/15	01/02/16	3.205	Satilla Regional Water & Sewer Auth	GA	Refunding Revenue Bonds	Series 2016 B		A2	AA	NR	1.680
12/08/15	01/06/16	9.585	Satilla Regional Water & Sewer Auth	GA	Refunding Revenue Bonds	Series 2016 A		A2	AA	NR	5.020
12/09/15	01/05/16	9.140	Sangamon Co (Ball-Chatham) CUSD #5	IL	GO Refunding School Bonds	Series 2016		NR	AA-	NR	6.000
12/09/15	12/23/15	12.750	San Bernardino Co (Upland) USD	CA	GO Refunding Bonds	2015 Series A		Aa3	NR	NR	5.000
12/09/15	01/12/16	25.750	Rancho Mirage Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 A		NR	A	NR	4.810
12/09/15	01/12/16	13.430	Rancho Mirage Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 A		NR	A+	NR	4.990
12/09/15	12/17/15	20.535	California School Finance Auth	CA	Charter School Revenue Ref Bonds	Series 2015		NR	BBB	NR	15.000
12/09/15	12/22/15	9.285	Opelika City-Alabama	AL	General Obligation Warrantss	Series 2015		Aa2	AA	NR	7.000
12/10/15	12/22/15	4.470	Lake Co (Middletown) USD	CA	GO Refunding Bonds	2015 Series		NR	A+	NR	6.000
12/10/15	02/04/16	8.675	Oakland Co (Walled Lake) CSD	MI	GO Refunding Bonds	2016 Series		Aa1	NR	NR	5.000
12/11/15	12/22/15	3.315	Clayton Waterworks & Sewer Board	AL	Water & Sewer Rev Ref Bonds	Series 2015		NR	AA-	NR	20.000
12/14/15	12/16/15	14.428	Thousand Oaks Redev Agency	CA	Tax Allocation Refunding Bonds	2015 Series B		NR	NR	NR	
12/14/15	12/16/15	25.562	Thousand Oaks Redev Agency	CA	Tax Allocation Refunding Bonds	2015 Series A		NR	NR	NR	
12/15/15	01/12/16	5.220	Sonoma Co (Waugh) SD	CA	Special Tax Refunding Bonds	Series 2016		NR	A+	NR	8.000
12/15/15	01/06/16	8.900	Garfield Co SD #RE-2	CO	GO Refunding Bonds	Series 2016		Aa2	NR	NR	6.500
12/15/15	12/22/15	8.950	Jacksonville State University	AL	Tuition & Fee Revenue Ref Bonds	Series 2015		NR	A	NR	7.750
12/17/15	01/07/16	17.415	Madison Co (Triad) CUSD #2	IL	GO Refunding School Bonds	Series 2016 B		NR	A	NR	7.200
01/06/16	02/10/16	8.325	Oakland Co (W Bloomfield) SD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A2	AA	NR	5.000
01/06/16	01/27/16	63.915	Macomb Co (Chippewa Valley) SD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		Aa3	NR	NR	2.500
01/06/16	01/27/16	8.450	Seal Beach City-California	CA	Special Tax Refunding Bonds	2016 Series	3.322	NR	NR	NR	1.070
01/07/16	01/21/16	7.795	Elmore Co Board of Education	AL	Capital Outlay Sch Ref Warrants	Series 2016		Aa3	NR	NR	10.000
01/07/16	02/03/16	36.760	Ottawa Co (Allendale) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A-	NR	4.100
01/08/16	02/16/16	8.660	Macomb Co (Fitzgerald) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	BBB+	NR	5.000
01/12/16	02/17/16	5.735	Ionia Co (Portland) PSD	MI	GO Refunding Bonds	Series 2016		NR	A	NR	6.000
01/13/16	02/10/16	77.725	Orange Co (Placentia-Yorba Linda) USD	CA	Certificates of Participation	2016 Series A	3.072	A2	A+	NR	5.000
01/13/16	02/17/16	6.875	Eaton Co (Charlotte) PSD	MI	GO Unlimited Tax Refunding Bonds	Series 2016		A1	NR	NR	5.500
01/14/16	02/02/16	1.400	Calera Water Works Board	AL	Water Revenue Bonds	Series 2016 B		NR	A	NR	9.640
01/14/16	01/28/16	3.330	St Clair Co (Millstadt) SD #160	IL	GO School Refunding Bonds	Series 2016 A		NR	A-	NR	10.000
01/14/16	02/17/16	5.665	Washtenaw Co (Chelsea) SD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A+	NR	6.000
01/14/16	02/11/16	117.825	Santa Clara Co (San Jose) USD	CA	GO Refunding Bonds	2016 Series		Aa1	AA	NR	3.500
01/14/16	02/02/16	1.795	Calera Water Works Board	AL	Water Revenue Bonds	Series 2016 A		NR	A	NR	10.280
01/15/16	02/18/16	6.845	Lapeer Co (Almont) CSD	MI	GO Refunding Bonds	Series 2016		NR	AA-	NR	5.500
01/15/16	02/04/16	15.915	Ottawa Co (Coopersville) APSD	MI	Refunding Bonds	Series 2016		Aa1	NR	NR	4.550
01/20/16	02/11/16	13.985	San Bernardino Successor Redev Agy	CA	Tax Allocation Bonds	2016 Series B		NR	BBB	NR	5.350

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
01/20/16	02/11/15	28.790	San Bernardino Successor Redev Agy	CA	Tax Allocation Bonds	2016 Series A		NR	BBB	NR	6.100
01/21/16	02/02/16	9.100	St Louis Co (University City) SD	MO	GO Refunding Bonds	Series 2016		NR	AA-	NR	4.000
01/21/16	02/09/16	9.150	Jefferson Co (Northwest) SD #R-1	MO	GO Refunding Bonds	Series 2016		NR	AA-	NR	6.000
01/21/16	02/24/16	8.170	Shiawasse Co (Laingsburg) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		A2	NR	NR	4.500
01/21/16	02/23/16	10.020	Wayne Co (Flat Rock) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		A2	NR	NR	2.540
01/21/16	02/23/16	14.445	Wayne Co (Flat Rock) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		A2	NR	NR	2.400
01/21/16	02/24/16	2.360	Agua Fria Ranch Comm Facs Dt	AZ	GO Refunding Bonds	Series 2016		NR	NR	NR	
01/21/16	02/09/16	33.720	Tracy Successor Community Dev Agy	CA	Tax Allocation Refunding Bonds	2016 Series		NR	AA	NR	3.800
01/21/16	02/24/16	4.365	Shiawasse Co (Laingsburg) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		A2	NR	NR	4.500
01/21/16	02/18/16	31.440	Fresno Co (Kings Canyon) JUSD	CA	GO & Refunding Bonds	Series 2016 & C		NR	A+	NR	4.080
01/22/16	02/23/16	6.920	Ingham Co (Lansing) SD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A	NR	5.500
01/25/16	02/11/16	16.285	Cape Girardeau SD #63	MO	GO Refunding & Improvement Bonds	Series 2016		NR	A+	NR	3.550
01/25/16	02/18/16	9.740	Otter Tail (Fergus Falls) ISD #544	MN	GO Refunding Bonds	Series 2016 A	1.734	A3	NR	NR	
01/25/16	02/18/16	4.105	Renville Co-Minnesota	MN	GO Capital Imp & Ref Bonds	Series 2016	1.854	Aa2	NR	NR	
01/25/16	02/09/16	10.490	Jackson Co (Center) SD #58	MO	GO Refunding Bonds	Series 2016		Aa3	NR	NR	6.000
01/26/16	02/24/16	4.765	Ingham Co (Webberville) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		NR	A-	NR	5.250
01/26/16	02/24/16	5.105	Ingham Co (Webberville) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	A-	NR	5.250
01/26/16	02/11/16	8.395	Glendora City-California	CA	Water Refunding Revenue Bonds	Series 2016 A		NR	AA	NR	7.500
01/26/16	02/02/16	4.350	San Fernando Sucessor Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2016 A		NR	NR	NR	
01/27/16	02/24/16	8.880	Kern Co (Mojave) USD	CA	GO Refunding Bonds	2016 Series	2.791	NR	A+	NR	6.500
01/27/16	02/25/16	13.300	Bossier City-Louisiana	LA	Public Imp Sales Tax Ref Bonds,	Series 2016		Aa3	AA-	NR	8.500
01/27/16	02/01/16	0.275	Grimes Co (Anderson-Shiro) CISD	TX	Unlimited Tax Refunding Bonds	Series 2016	2.705	NR	NR	NR	.440
01/27/16	02/17/16	3.220	Peoria Co (Oak Grove) SD #68	IL	GO Refunding & School Bonds	Series 2016 B & C		NR	A+	NR	3.000
01/27/16	02/23/16	5.780	Orange Beach Wtr Swr & Fire Auth	AL	Revenue Bonds	Series 2016		A1	NR	NR	4.000
01/27/16	02/01/16	8.850	Grimes Co (Anderson-Shiro) CISD	TX	Unlimited Tax Refunding Bonds	Series 2016	2.705	NR	NR	NR	14.060
01/27/16	02/18/16	81.745	Wayne Co (Woodhaven-Brownstown) SD	MI	GO Sch Bldg & Site & Ref Bonds	2016 Series		A2	NR	NR	3.100
01/28/16	02/18/16	8.930	St Clair Co (OFallon) THSD #203	IL	GO Refunding School Bonds	Series 2016 A		NR	A+	NR	7.500
01/28/16	02/25/16	7.225	Clinton Co (Ovid-Elsie) ASD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	AA-	NR	5.500
01/28/16	02/18/16	45.645	Saugus-Hart School Facs Fin Auth	CA	Special Tax Revenue Bonds	2016 Series		NR	NR	NR	11.550
01/29/16	02/25/16	6.635	Clinton Co (Bath) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A1	NR	NR	5.500
02/02/16	02/16/16	35.520	St Charles Co (Francis Howell) SD #R-III	MO	GO Refunding Bonds	Series 2016		NR	AA	NR	4.500
02/02/16	03/01/16	19.315	Los Angeles Co (Bonita) USD	CA	GO Refunding Bonds	2016 Series		NR	AA-	NR	3.250
02/02/16	02/23/16	7.115	Stanton Successor Redev Agency	CA	Sub Tax Allocation Ref Bonds	2016 Series A		NR	A	NR	7.000
02/02/16	02/23/16	13.220	Stanton Successor Redev Agency	CA	Sub Tax Allocation Ref Bonds	2016 Series B		NR	A	NR	7.000
02/03/16	02/25/16	3.185	Macomb Co (Clintondale) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	AA-	NR	7.500
02/03/16	02/25/16	83.170	California School Finance Auth	CA	Charter School Rev Ref Bonds	Series 2016		NR	BBB	NR	10.000
02/08/16	03/03/16	6.370	Chanhassen City-Minnesota	MN	General Obligation Bonds	Series 2016 A	1.661	NR	NR	NR	
02/09/16	10/04/16	36.235	Cleveland City-Ohio	OH	Airport System Revenue Bonds	Series 2016 B		Baa1	A-	BBB+	5.440
02/09/16	02/23/16	108.120	Cleveland City-Ohio	OH	Airport System Revenue Bonds	Series 2016 A		Baa1	A-	BBB+	5.110
02/09/16	03/01/16	89.425	Montgomery Co (Magnolia) ISD	TX	Unltd Tax Schoolhouse & Ref Bonds	Series 2016		Aa3	NR	NR	5.730
02/09/16	02/25/16	3.520	Malibu Comm Facs Dt #2006-1	CA	Special Tax Refunding Bonds	Series 2016		NR	NR	NR	14.900
02/09/16	02/18/16	14.550	Unified Gov of Wyandotte Co/Kansas City	KS	Spec Oblig Ref & Imp Rev Bonds	Series 2016		NR	NR	NR	17.500
02/09/16	02/18/16	3.800	Butler Co-Alabama	AL	GO Refunding Warrants	Series 2016		A1	AA	NR	9.000
02/10/16	03/02/16	14.935	Coachella Redev Successor Agcy	CA	Tax Allocation Refunding Bonds	2016 Series A		NR	A-	NR	7.600
02/10/16	03/02/16	6.165	Pickaway Co (Circleville) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2016		Aa3	NR	NR	4.750
02/10/16	03/15/16	7.165	Sandusky Co (Fremont City) SD	OH	GO Unlimited Tax Refunding Bonds	Series 2016		Aa3	NR	NR	6.000
02/10/16	03/03/16	135.680	Mobile Co Board of School Comm	AL	Public School Refunding Warrants	Series 2016 A & B		A1	AA-	NR	2.950
02/10/16	03/02/16	5.395	Eaton Co (Eaton Rapids) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A3	NR	NR	6.000
02/10/16	03/02/16	9.690	Coachella Redev Successor Agcy	CA	Tax Allocation Refunding Bonds	2016 Series B		NR	A-	NR	10.000
02/11/16	02/25/16	23.535	St Louis Spcl Admin Bd Trans SD	MO	GO Refunding Bonds	Series 2016		NR	AA+	NR	5.000
02/11/16	02/24/16	12.840	Champaign Co (Mahomet-Seymour) CUSD #3	IL	GO & Refunding School Bonds	Series 2016 A & B		A1	AA	NR	8.750
02/16/16	02/25/16	5.245	Chickasaw City-Alabama	AL	General Obligation Warrants	Series 2016		NR	A	NR	10.000
02/17/16	02/25/16	7.345	Madison Co (Alton) CUSD #11	IL	GO Refunding School Bonds	Sefries 2016 B		NR	A	NR	8.250
02/17/16	02/25/16	8.700	Madison Co (Alton) CUSD #11	IL	GO School Bonds	Series 2016 A		NR	A	NR	8.250
02/17/16	03/03/16	8.120	St Louis Co (Maplewood-Richmond Hts) SD	MO	GO Refunding Bonds	Series 2016		NR	AA-	NR	6.000
02/17/16	03/03/16	5.990	Opelika City-Alabama	AL	General Obligation Warrants	Series 2016		Aa2	AA	NR	7.000
02/18/16	03/15/16	8.695	Livingston Co (Whitmore Lake) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A-	NR	5.000
02/18/16	03/15/16	7.005	Leeds Pub Educ Bldg Auth	AL	Educational Facilities Rev Bonds	Series 2016		NR	A	NR	11.000
02/19/16	03/23/16	6.835	Kent Co (Cedar Springs) PSD	MI	GO Unlimited Tax Refunding Bonds	Series 2016 A		NR	A+	NR	4.250
02/19/16	03/23/16	14.920	Kent Co (Cedar Springs) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	A+	NR	4.250
02/23/16	09/15/16	55.130	Franklin Co (Columbus City) SD	OH	GO School Facs & Ref Imp Bonds	Series 2016 A		Aa2	AA	NR	5.240
02/23/16	03/17/16	8.715	Calhoun Co (Harper Creek) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A2	NR	NR	4.500
02/23/16	03/08/16	2.055	Minot Park Dt	ND	Refunding Improvement Bonds	Series 2016	1.516	Aa3	NR	NR	8.810
02/23/16	03/16/16	2.685	Redlands Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 B	2.659	NR	A	NR	4.490
02/23/16	03/16/16	13.925	Redlands Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 A	1.418	NR	A	NR	4.270
02/23/16	03/10/16	1.880	Eureka Fire Protection Dt	MO	GO Refunding Bonds	Series 2016		NR	AA	NR	10.000
02/23/16	03/28/16	7.115	Demorest City-Georgia	GA	Water & Sewerage Rev Ref Bonds	Series 2016		A3	AA	NR	15.000
02/24/16	03/23/16	7.840	Ingham Co (Haslett) PSD	MI	Refunding Bonds	2016 Series A		NR	A+	NR	4.100
02/24/16	03/23/16	23.060	Ingham Co (Haslett) PSD	MI	Refunding Bonds	2016 Series B		NR	A+	NR	4.100
02/24/16	03/10/16	16.795	St Louis City-Missouri	MO	GO Refunding Bonds	Series 2016		NR	A+	NR	9.320
02/24/16	03/24/16	12.550	San Mateo UHSD	CA	GO Refunding Bonds	2016 Series		NR	AA+	NR	2.800
02/24/16	03/09/16	0.805	Willoughby Hills City-Ohio	OH	GO Various Improvement BANs	Series 2016		NR	NR	NR	
02/24/16	03/10/16	10.060	Breckenridge Town-Colorado	CO	Certificates of Participation	Series 2016		Aa3	NR	NR	5.500
02/25/16	03/15/16	15.025	Jackson Co (Hickman Mills) C-1 SD	MO	GO Refunding Bonds	Series 2016		NR	A	NR	6.000
02/25/16	04/01/16	2.015	Waynesville City-Missouri	MO	Certificates of Participation	Series 2015		NR	A	NR	10.000
02/25/16	03/23/16	6.805	Genesee Co (Carman-Ainsworth) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A3	NR	NR	5.500
02/25/16	03/01/16	4.195	Erlanger-Elsmere ISD Fin Corp	KY	School Building Ref Rev Bonds	Series of 2016		Aa3	NR	NR	
02/25/16	03/09/16	0.630	Mogadore Village-Ohio	OH	Various Purpose Improvement BANs	Series 2016		NR	NR	NR	
02/26/16	03/22/16	4.795	Muskegon Co (Reeths-Puffer) SD	MI	GO Refunding Bonds	Series 2016		Aa1	NR	NR	
03/01/16	03/30/16	7.855	Broussard City-Louisiana	LA	Pub Imp Sales Tax Rev Ref Bonds	Series 2016		NR	A	NR	10.000
03/01/16	03/24/16	6.345	Muskegon Co (Orchard View) SD	MI	Unlimited Tax Refunding Bonds	2016 Series		NR	BBB+	NR	5.000

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
03/01/16	03/15/16	26.935	Licking Co (Newark City) SD	OH	GO Various Purpose Ref Bonds	Series 2016		Aa3	NR	NR	7.390
03/02/16	03/23/16	8.675	Butler Co (Lakota) LSD	OH	GO Sch Facs Con & Imp Ref Bonds	Series 2016-1 & 2		A1	NR	NR	20.100
03/02/16	03/16/16	7.200	Claremont City-California	CA	GO Refunding Bonds	Series 2016		NR	NR	NR	8.500
03/02/16	03/16/16	122.515	Kent Co (Grand Rapids) PSD	MI	Unltd Tax School Bldg & Ref Bonds	Series 2016		A1	AA	NR	1.690
03/02/16	03/29/16	35.955	Fort Lewis College Bd of Trustees	CO	Enterprise Revenue Ref Bonds	Series 2016 A & B		A2	NR	NR	4.200
03/03/16	03/22/16	32.435	Dodge City-Kansas	KS	Sales Tax Refunding Revenue Bonds	Series 2016		NR	A+	NR	9.530
03/03/16	03/30/16	7.400	Muskegon Co (No Muskegon) PSD	MI	Refunding Bonds	Series 2016		NR	A+	NR	5.000
03/03/16	03/31/16	2.365	San Benito Co (Aromas-San Juan) USD	CA	GO Refunding Bonds	2016 Series A		NR	A+	NR	13.600
03/03/16	03/31/16	1.485	Meriwether Co Wtr & Sewerage Au	GA	Water & Sewerage Rev Ref Bonds	Series 2016 B		Baa1	AA	NR	1.310
03/03/16	04/07/16	6.495	Winona Co ISD #861	MN	GO Refunding Bonds	Series 2016 A	2.531	NR	AA+	NR	10.230
03/03/16	03/29/16	13.270	Shiawassee Co (Perry) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		Aa1	NR	NR	4.250
03/03/16	03/31/16	9.320	Meriwether Co Wtr & Sewerage Au	GA	Water & Sewerage Rev Ref Bonds	Series 2016 A		Baa1	AA	NR	8.190
03/03/16	03/31/16	1.217	San Benito Co (Aromas-San Juan) USD	CA	GO Refunding Bonds	2016 Series B		NR	A+	NR	13.600
03/04/16	03/24/16	8.000	Smiths Water & Sewer Authority	AL	Utility Revenue Bonds	Series 2016 A		NR	AA-	NR	14.100
03/08/16	03/30/16	1.355	Livingston Co (Fowlerville) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		NR	A	NR	4.000
03/08/16	03/30/16	36.760	Livingston Co (Fowlerville) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	AA-	NR	4.000
03/08/16	03/24/16	2.165	Smiths Water & Sewer Authority	AL	Utility Revenue Bonds	Series 2016 B		NR	AA-	NR	11.480
03/09/16	04/05/16	12.620	Buckeye City-Arizona	AZ	Exercise Tax Revenue Ref Bonds	Series 2016		NR	AA-	AA-	7.770
03/10/16	03/31/16	15.560	Muskegon Co (Montague) APSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A-	NR	4.150
03/10/16	04/13/16	6.315	Missouri Housing Dev Commission	MO	Single Family Mortgage Rev Bonds	2016 Series A-1		NR	AA+	NR	.560
03/10/16	03/22/16	1.800	Lake Co-Ohio	OH	GO Limited Tax Building BANs	Series 2016		NR	NR	NR	
03/10/16	04/06/16	67.975	Hollister Jt Powers Fin Auth	CA	Wastewater Revenue Ref Bonds	Series 2016		NR	A+	NR	5.090
03/15/16	04/06/16	71.805	Tucson City-Arizona	AZ	Water System Revenue Ref Bonds	Series 2016-A		Aa2	AA	AA	2.890
03/15/16	03/29/16	11.095	Ogle-Winnebago Cos CSD #223	IL	GO School Bonds	Series 2016 A		A1	AA	NR	4.100
03/16/16	04/12/16	12.270	Ottawa Co (Hudsonville) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	A+	NR	4.170
03/16/16	04/01/16	4.650	Millbrook City-Alabama	AL	GO Refunding Warrants	Series 2016		NR	AA-	NR	12.000
03/17/16	03/30/16	17.295	Royal Oak City-Michigan	MI	Ltd Tax Capital Imp & Ref Bonds	Series 2016	2.101	NR	AA+	AA	
03/17/16	04/06/16	20.871	St Charles Co (Wentzville) SD R-IV	MO	GO Refunding Bonds	Series 2016		Aa2	AA+	NR	7.610
03/17/16	04/13/16	51.490	San Diego Co (Grossmont) UHSD	CA	GO Refunding Bonds	Series 2016	2.750	Aa3	NR	NR	4.080
03/17/16	04/06/16	9.160	Jacksonville State University	AL	Tuition & Fee Revenue Ref Bonds	Series 2016		NR	A	NR	7.750
03/18/16	04/20/16	48.130	Kent Co (Forest Hills) PSD	MI	GO School Bldg & Site & Ref Bonds	2016 Series		Aa2	NR	NR	3.500
03/22/16	04/27/16	32.945	Riverside Co (Murrieta Valley) USD	CA	GO Refunding Bonds	Series 2016		A1	A+	NR	4.750
03/22/16	05/03/16	26.615	Livingston Co (Hartland) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		A2	NR	NR	2.800
03/22/16	04/01/16	6.410	Sebastian Co (Fort Smith) SD#100	AR	Refunding Bonds	Series 2016	1.912	Aa2	NR	NR	8.270
03/22/16	04/21/16	11.940	San Joaquin Co (Tracy) USD	CA	GO Refunding Bonds	2016 Series		Aa2	NR	NR	4.050
03/22/16	04/14/16	2.450	Stillwater City-Minnesota	MN	GO Tax Increment Ref Bonds	Series 2016 B	1.783	Aa2	NR	NR	5.850
03/23/16	04/13/16	27.850	San Bernardino Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 A		NR	A	A	
03/23/16	04/13/16	16.030	San Bernardino Successor Redev Agy	CA	Tax Allocation Refunding Bonds	Series 2016 B		NR	A	A	
03/23/16	04/06/16	154.810	Denver City and Co-Colorado	CO	Dedicated Tax Rev Ref & Imp Bonds	Series 2016 B		Aa3	AA-	AA	2.410
03/23/16	04/06/16	242.500	Denver City and Co-Colorado	CO	Dedicated Tax Revenue Ref Bonds	Series 2016 A		Aa3	AA-	AA	2.620
03/23/16	04/06/16	23.495	Kings Co (Hanford) JUHSD	CA	GO Refunding Bonds	2016 Series		NR	A+	NR	5.610
03/23/16	04/21/16	15.720	St Clair Co (Marysville) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		A2	NR	NR	3.450
03/23/16	04/21/16	55.245	St Clair Co (Marysville) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		A2	NR	NR	3.450
03/23/16	03/30/16	2.211	Cuyahoga Co (Maple Hts City) SD	OH	GO Ltd Tax Energy Cons BANs	Series 2016		NR	NR	NR	
03/23/16	04/12/16	44.250	San Bernardino Co (Hesperia) USD	CA	Ref Certificates of Participation	Series 2016		NR	A	NR	9.000
03/24/16	04/12/16	3.650	Ottawa Co-Michigan	MI	GO Ltd Tax Swg Disposal&Ref Bonds	Series 2016		NR	NR	NR	6.000
03/29/16	04/12/16	4.295	Gravois Fire Protection Dt	MO	GO Refunding Bonds	Series 2016		NR	A-	NR	6.000
03/29/16	04/27/16	28.225	Maricopa USD #20	AZ	Refunding Bonds	Series 2016		NR	A+	NR	10.650
03/30/16	04/21/16	5.265	Newaygo Co (Hesperia) CSD	MI	GO Unlimited tax Refunding Bonds	2016 Series		NR	A	NR	5.750
03/30/16	05/04/16	13.055	Alameda Co (Albany) USD	CA	GO Refunding Bonds	Series 2016		Aa3	NR	NR	3.500
03/31/16	05/03/16	85.460	Orlando City-Florida	FL	Capital Imp&Ref Special Rev Bonds	Series 2016 B & C		Aa2	AA	AA+	3.373
03/31/16	04/26/16	28.050	Maricopa (Scottsdale) USD #48	AZ	Refunding Bonds	Series 2016		Aa1	AA	NR	4.890
03/31/16	05/03/16	22.660	Oakland Co (Novi) CSD	MI	GO Ref & Sch Bldg & Site Bonds	2016 Series II		Aa2	NR	NR	4.250
03/31/16	05/04/16	6.510	Fresno Co (Kingsburg) JUHSD	CA	GO Refunding Bonds	2016 Series		NR	A+	NR	8.000
03/31/16	04/21/16	118.230	San Francisco City/Co Redev Success Agy	CA	Tax Allocation & Refunding Bonds	2016 Series B & C		NR	A-	NR	4.430
04/05/16	05/04/16	72.957	San Diego USD	CA	GO Refunding Bonds	2016 Series SR-1		Aa2	NR	NR	1.170
04/05/16	05/04/16	72.958	San Diego USD	CA	GO Refunding Bonds	2016 Series SR-1		Aa2	NR	NR	1.170
04/05/16	05/04/16	14.860	Pima Co (Catalina Foothills) USD #16	AZ	School Improvement & Ref Bonds	Series A & 2016		NR	AA-	NR	11.630
04/06/16	05/05/16	11.420	Kent Co (Lowell) ASD	MI	GO Unlimited Tax Refunding Bonds	2016 Series C		NR	A+	NR	4.350
04/06/16	04/19/16	57.855	Columbus City-Georgia	GA	Water & Sewerage Revenue Bonds	Series 2016		Aa2	AA+	NR	5.500
04/06/16	08/04/16	5.905	Palos Verdes Peninsula USD	CA	GO Refunding Bonds	Series 2016 B		Aa1	NR	NR	7.500
04/06/16	06/03/16	8.740	Palos Verdes Peninsula USD	CA	GO Refunding Bonds	Series 2016 A		Aa1	NR	NR	7.500
04/06/16	04/21/16	5.890	West Metro Fire Protection Dt	CO	GO Refunding Bonds	Series 2016		Aa2	NR	NR	6.700
04/06/16	05/05/16	8.675	Kent Co (Lowell) ASD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	A+	NR	4.500
04/06/16	04/28/16	10.140	Sonoma Co Community Redev Agency	CA	Tax Allocation Refunding Bonds	Series 2016	2.728	NR	A+	NR	6.328
04/06/16	04/26/16	83.400	Las Vegas Redevelopment Agency	NV	Tax Increment Rev Ref Bonds	Series 2016		NR	BBB+	NR	7.990
04/07/16	05/04/16	12.166	Sutter UHSD	CA	GO Refunding Bonds	Series 2016		NR	A+	NR	
04/07/16	04/28/16	6.090	Brunswick & Glynn Co Dev Auth	GA	Refunding & Improvement Rev Bonds	Series 2016		NR	AA+	NR	10.000
04/07/16	05/04/16	5.970	Sutter UHSD	CA	GO Refunding Bonds	2016 Series		NR	A+	NR	
04/11/16	05/12/16	4.225	Logan Co (Bellefontaine) SD	OH	Refunding Bonds	Series 2016		Aa3	NR	NR	10.000
04/12/16	04/01/16	8.280	Bastrop ISD	TX	Unlimited Tax Refunding Bonds	Series 2016		NR	AA-	NR	7.140
04/13/16	05/18/16	10.530	Kent Co (Byron Center) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		NR	AA-	NR	4.500
04/13/16	05/03/16	69.745	Maricopa Co (Gilbert) USD #41	AZ	School Improvement & Ref Bonds	Series A & 2016		A1	A+	NR	6.180
04/14/16	05/03/16	74.865	Maricopa Co (Dysart) USD #89	AZ	Refunding Bonds	Series 2016		NR	A+	AA-	4.830
04/14/16	05/05/16	9.530	Morgan Co Ind Pk& Eco Dev Coop Dt	AL	Special Obligation Bonds	Series 2016 A		NR	A+	NR	13.000
04/14/16	04/28/16	19.255	St Louis Co (Ritenour) SD	MO	GO Refunding Bonds	Series 2016		NR	AA-	NR	5.880
04/14/16	05/18/16	6.550	Houghton Co (Hancock) PSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series		Aa1	NR	NR	4.750
04/14/16	05/05/16	5.925	Morgan Co Ind Pk& Eco Dev Coop Dt	AL	Special Obligation Bonds	Series 2016 B		NR	A+	NR	13.000
04/15/16	05/17/16	20.810	Livingston Co (Pinckney) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	BBB	NR	3.900
04/15/16	05/17/16	30.085	Livingston Co (Pinckney) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		NR	BBB	NR	3.900
04/19/16	05/17/16	8.875	Plaquemines Par Law Enforce Dt	LA	Limited Tax Refunding Bonds	Series 2016		NR	A+	NR	9.000

Stifel's Senior Managed Refunding Bond Underwriting Experience											
Sale Date	Dated Date	Par ($M)	Issuer	State	Issue Description	Series	T.I.C.	Moody's Rating	S&P Rating	Fitch Rating	Gross Spread
04/19/16	05/04/16	14.880	St Clair Co (OFallon) CCSD #90	IL	GO School & Refunding Bonds	Series 2016 A & B		NR	A-	NR	15.540
04/20/16	05/26/16	11.370	Kent Co (Caledonia) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series B		NR	AA-	NR	4.000
04/20/16	05/26/16	20.420	Kent Co (Caledonia) CSD	MI	GO Unlimited Tax Refunding Bonds	2016 Series A		NR	AA-	NR	4.000
04/21/16	05/05/16	19.490	Pinal Co (Coolidge) USD #21	AZ	Refunding Bonds	Series 2016		NR	A	NR	11.750
04/21/16	05/26/16	6.410	Kent Co (East Grand Rapids) PSD	MI	GO Refunding Bonds	Series 2016		NR	A+	NR	4.400
04/21/16	05/19/16	34.900	San Joaquin Co (Lodi) USD	CA	GO Refunding Bonds	2016 Series		NR	A+	NR	5.000
04/21/16	05/25/16	6.445	Central Community School System	LA	GO School Refunding Bonds	Series 2016		NR	AA-	NR	8.000
04/25/16	05/31/16	9.270	Kendall Co Forest Preserve Dt	IL	GO Refunding Bonds	Series 2016		A2	AA	NR	4.500
04/25/16	04/15/16	23.000	Richardson City-Texas	TX	GO Refunding & Improvement Bonds	Series 2016 A		NR	NR	NR	5.220
04/26/16	05/17/16	28.380	Ventura Co (Rio) ESD	CA	GO & Refunding Bonds	2016 & Series B		NR	A+	NR	7.500
04/26/16	05/24/16	2.965	Tuolumne Co (Sonora) SD	CA	GO Refunding Bonds	2016 Series		NR	A+	NR	11.000
04/27/16	05/25/16	8.460	Jackson Co (Commerce City) SD	GA	GO Refunding School Bonds	Series 2016		NR	A	NR	7.500
04/27/16	05/18/16	5.955	Ventura Co (Rio) ESD	CA	Ref Certificates of Participation	2016 Series		NR	A	NR	10.000
04/27/16	06/03/16	7.205	San Bernardino Co (Hesperia) USD	CA	Special Tax Refunding Bonds	2016 Series		NR	NR	NR	16.750
04/27/16	05/12/16	21.740	Kern Co (Southern Kern) USD	CA	GO & Refunding Bonds	2016 & Series B		NR	A+	NR	4.710
04/28/16	05/01/16	9.365	Brazoria Co (Angleton) ISD	TX	Unlimited Tax Refunding Bonds	Series 2016	1.962	NR	NR	NR	8.270
04/28/16	05/12/16	38.850	Colorado Wtr Res & Pwr Dev Au	CO	Clean Wtr Refunding Revenue Bonds	2016 Series A		NR	NR	NR	4.850
04/28/16	05/12/16	26.895	San Bernardino Co (Victor Valley) UHSD	CA	Ref & Certs of Participation	Series 2016 A & B		A3	AA	NR	7.500
05/02/16	06/01/16	1.245	Jackson Co-Minnesota	MN	GO Water Revenue Ref Bonds	Series 2016 A	2.129	NR	AA	NR	
05/02/16	06/01/16	1.155	Watonwan Co-Minnesota	MN	GO Water Rev Crossover Ref Bonds	Series 2016 A	2.143	NR	AA	NR	
05/03/16	05/19/16	3.805	Prattville Waterworks Board	AL	Water Revenue Bonds	Series 2016		NR	AA-	NR	10.000
05/03/16	05/26/16	41.530	San Bernardino Co (Victor Valley) UHSD	CA	GO Refunding Bonds	2016 Series A		A1	AA	NR	6.000
05/03/16	05/10/16	6.295	Malibu City-California	CA	Ltd Obligation Improvemnet Bonds	2016 Series A		NR	NR	NR	16.510
05/04/16	06/02/16	188.240	Univ of Colorado Bd of Regents	CO	Univ Entereprise Rev & Ref Bonds	Series 2016 A & B-1		Aa2	NR	AA+	4.500
05/04/16	05/31/16	37.280	Los Angeles Co (Wiseburn) USD	CA	GO Refunding Bonds	2016 Series A		Aa3	NR	NR	3.450
05/05/16	05/26/16	2.670	Bowling Green ISD Finance Corp	KY	School Building Ref Revenue Bonds	Series 2016		Aa3	NR	NR	
05/05/16	05/25/16	144.805	Kalamazoo Co (Portage) PSD	MI	GO School Bldg & Site & Ref Bonds	Series 2016		NR	AA-	NR	3.200
05/10/16	06/08/16	5.665	Kern Co (Delano) UESD	CA	GO Refunding Bonds	2016 Series A		NR	A	NR	10.000
05/10/16	05/17/16	38.130	Johnson Co (Gardner Edgerton) USD #231	KS	GO Refunding & Improvement Bonds	Series 2016 A		NR	AA-	NR	2.900
05/10/16	06/09/16	10.120	San Diego Co (Poway) USD	CA	Special Tax Refunding Bonds	Series 2016		NR	NR	NR	15.000
05/11/16	05/19/16	30.555	Atlanta City-Georgia	GA	Tax Allocation Refunding Bonds	Series 2016		A2	A-	A+	5.370
05/11/16	05/31/16	14.015	North Las Vegas City-Nevada	NV	Local Improvement Refunding Bonds	Series 2016		NR	A-	NR	14.450
05/11/16	06/07/16	5.570	San Bernardino Co (Upland) USD	CA	GO Refunding Bonds	Series 2016		Aa3	NR	NR	1.310
05/11/16	06/07/16	15.697	San Bernardino Co (Upland) USD	CA	GO Refunding Bonds	Series 2016		Aa3	NR	NR	3.690
05/12/16	05/31/16	14.880	Clark Co-Nevada	NV	Local Improvement Refunding Bonds	Series 2016		NR	NR	NR	
05/12/16	05/26/16	31.145	Riverside City-California	CA	Pension Obligation Ref BANs	2016 Series A		NR	NR	NR	
05/12/16	06/02/16	16.115	Maricopa Co (Buckeye) ESD #33	AZ	School Improvement Ref Bonds	Series A & 2016		A1	AA	NR	
05/13/16	06/14/16	1.090	Sheffield-Sheffield Lake CSD	OH	GO School Improvement Ref Bonds	Series 2016		NR	A+	NR	
05/13/16	06/03/16	32.335	Jersey City-New Jersey	NJ	GO General & Water Imp Ref Bonds	Series 2016 A & B		A1	AA-	NR	
05/13/16	06/07/16	63.085	Kent Co (Rockford) PSD	MI	GO School Bldg & Site & Ref Bonds	2016 Series		NR	A	NR	1.940
05/13/16	06/14/16	8.490	Sheffield-Sheffield Lake CSD	OH	GO School Improvement Ref Bonds	Series 2016		NR	A+	NR	
05/16/16	06/09/16	4.395	Menomonie City-Wisconsin	WI	GO Corporate Purpose Bonds	Series 2016 A	1.793	NR	A+	NR	
05/16/16	06/16/16	1.100	Staples-Motley ISD #2170	MN	GO Alternate Facs Refunding Bonds	Series 2016 A	1.037	NR	AA+	NR	
05/18/16	05/25/16	6.050	Imperial Redevelopment Agency	CA	Tax Allocation Refunding Bonds	Issue of 2016 Series A		NR	AA	NR	
05/18/16	05/25/16	15.145	Imperial Redevelopment Agency	CA	Tax Allocation Refunding Bonds	Issue of 2016 B		NR	AA	NR	
05/19/16	06/14/16	49.815	Greenfield Middle Sch Bldg Corp	IN	First Mortgage Refunding Bonds	Series 2016		NR	AA+	NR	
05/20/16	06/01/16	82.545	West Hollywood-California	CA	Lease Revenue Refunding Bonds	Series 2016		NR	NR	NR	
05/20/16	06/07/16	11.750	Goodyear City-Arizona	AZ	Wtr & Swr Revenue Refunding Bonds	Series 2016		NR	NR	NR	
05/20/16	06/03/16	6.200	Heather Ridge Metropolitan Dt #1	CO	GO Refunding Bonds	Series 2016		NR	NR	NR	
05/20/16	06/23/16	19.000	Leesburg City-Florida	FL	Electric Revenue Refunding Bonds	Series 2016		NR	NR	NR	
05/20/16	06/23/16	25.580	Macomb Co (Utica) CSD	MI	GO School Building Ref Bonds	Series 2016		NR	NR	NR	
Total		26,626.737	1,185 Financings								

Source: Thomson Reuters' SDC Platinum (as of May 20, 2016)

**Not all requested information is readily available. Additional information can be provided at the City's request.*

APPENDIX C

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City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

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SOURCES AND USES OF FUNDS

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Sources:	
Bond Proceeds:	
Par Amount	8,810,000.00
Premium	997,860.20
	9,807,860.20
Other Sources of Funds:	
Interest Transfer	209,709.69
	10,017,569.89
Uses:	
Refunding Escrow Deposits:	
Cash Deposit	210,882.10
SLGS Purchases	9,625,756.00
	9,836,638.10
Delivery Date Expenses:	
Cost of Issuance	120,000.00
Underwriter's Discount	41,049.27
Surety Fee (2.5%)	16,270.00
	177,319.27
Other Uses of Funds:	
Additional Proceeds	3,612.52
	10,017,569.89

Notes:
Interest rates and rating assumptions used are based on market conditions as of May 20, 2016.
The City's actual results may differ. Stifel makes no commitment to underwrite at these levels.

BOND PRICING

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Serial Bonds (Uninsured):											
	10/01/2018	300,000	3.000%	0.860%	104.240					12,720.00	2.000
	10/01/2019	315,000	3.000%	1.030%	105.810					18,301.50	2.500
	10/01/2020	320,000	3.000%	1.180%	107.095					22,704.00	2.500
	10/01/2021	330,000	4.000%	1.350%	112.777					42,164.10	2.500
	10/01/2022	345,000	4.000%	1.510%	114.238					49,121.10	3.000
	10/01/2023	360,000	4.000%	1.670%	115.338					55,216.80	3.000
	10/01/2024	375,000	4.000%	1.830%	116.085					60,318.75	3.000
	10/01/2025	390,000	4.000%	2.010%	116.313					63,620.70	3.000
	10/01/2026	405,000	4.000%	2.170%	116.375					66,318.75	3.000
	10/01/2027	420,000	4.000%	2.320%	114.920	C	2.445%	10/01/2026	100.000	62,664.00	3.000
	10/01/2028	435,000	4.000%	2.480%	113.392	C	2.687%	10/01/2026	100.000	58,255.20	3.000
	10/01/2029	455,000	4.000%	2.580%	112.448	C	2.848%	10/01/2026	100.000	56,638.40	3.000
	10/01/2030	470,000	4.000%	2.670%	111.607	C	2.980%	10/01/2026	100.000	54,552.90	3.000
	10/01/2031	495,000	4.000%	2.720%	111.143	C	3.068%	10/01/2026	100.000	55,157.85	3.000
	10/01/2032	515,000	4.000%	2.770%	110.681	C	3.145%	10/01/2026	100.000	55,007.15	3.000
	10/01/2033	535,000	4.000%	2.820%	110.222	C	3.215%	10/01/2026	100.000	54,687.70	3.000
	10/01/2034	555,000	4.000%	2.880%	109.673	C	3.284%	10/01/2026	100.000	53,685.15	3.000
	10/01/2035	575,000	4.000%	2.930%	109.219	C	3.341%	10/01/2026	100.000	53,009.25	3.000
	10/01/2036	595,000	4.000%	2.980%	108.766	C	3.393%	10/01/2026	100.000	52,157.70	3.000
	10/01/2037	620,000	4.000%	3.030%	108.316	C	3.441%	10/01/2026	100.000	51,559.20	3.000
		8,810,000								997,860.20	

BOND PRICING

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Dated Date	09/30/2016	
Delivery Date	09/30/2016	
First Coupon	04/01/2017	
Par Amount	8,810,000.00	
Premium	997,860.20	
Production	9,807,860.20	111.326449%
Underwriter's Discount	(41,049.27)	(0.465940%)
Purchase Price	9,766,810.93	110.860510%
Accrued Interest		
Net Proceeds	9,766,810.93	

BOND DEBT SERVICE

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2017			344,002.92	344,002.92
10/01/2018	300,000	3.000%	343,050.00	643,050.00
10/01/2019	315,000	3.000%	334,050.00	649,050.00
10/01/2020	320,000	3.000%	324,600.00	644,600.00
10/01/2021	330,000	4.000%	315,000.00	645,000.00
10/01/2022	345,000	4.000%	301,800.00	646,800.00
10/01/2023	360,000	4.000%	288,000.00	648,000.00
10/01/2024	375,000	4.000%	273,600.00	648,600.00
10/01/2025	390,000	4.000%	258,600.00	648,600.00
10/01/2026	405,000	4.000%	243,000.00	648,000.00
10/01/2027	420,000	4.000%	226,800.00	646,800.00
10/01/2028	435,000	4.000%	210,000.00	645,000.00
10/01/2029	455,000	4.000%	192,600.00	647,600.00
10/01/2030	470,000	4.000%	174,400.00	644,400.00
10/01/2031	495,000	4.000%	155,600.00	650,600.00
10/01/2032	515,000	4.000%	135,800.00	650,800.00
10/01/2033	535,000	4.000%	115,200.00	650,200.00
10/01/2034	555,000	4.000%	93,800.00	648,800.00
10/01/2035	575,000	4.000%	71,600.00	646,600.00
10/01/2036	595,000	4.000%	48,600.00	643,600.00
10/01/2037	620,000	4.000%	24,800.00	644,800.00
	8,810,000		4,474,902.92	13,284,902.92

BOND SUMMARY STATISTICS

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Dated Date	09/30/2016
Delivery Date	09/30/2016
Last Maturity	10/01/2037
Arbitrage Yield	2.510710%
True Interest Cost (TIC)	2.913814%
Net Interest Cost (NIC)	3.124985%
All-In TIC	3.055030%
Average Coupon	3.974884%
Average Life (years)	12.779
Duration of Issue (years)	10.123
Par Amount	8,810,000.00
Bond Proceeds	9,807,860.20
Total Interest	4,474,902.92
Net Interest	3,518,091.99
Total Debt Service	13,284,902.92
Maximum Annual Debt Service	650,800.00
Average Annual Debt Service	632,530.76
Underwriter's Fees (per $1000)	
Average Takedown	2.911180
Other Fee	1.748215
Total Underwriter's Discount	4.659395
Bid Price	110.860510

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds (Uninsured)	8,810,000.00	111.326	3.975%	12.779	7,201.05
	8,810,000.00			12.779	7,201.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,810,000.00	8,810,000.00	8,810,000.00
+ Accrued Interest			
+ Premium (Discount)	997,860.20	997,860.20	997,860.20
- Underwriter's Discount	(41,049.27)	(41,049.27)	
- Cost of Issuance Expense		(120,000.00)	
- Other Amounts		(16,270.00)	(16,270.00)
Target Value	9,766,810.93	9,630,540.93	9,791,590.20
Target Date	09/30/2016	09/30/2016	09/30/2016
Yield	2.913814%	3.055030%	2.510710%

SUMMARY OF BONDS REFUNDED

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Capital Improvement Revenue Bonds, Series 2007:					
BOND	10/01/2018	4.250%	295,000.00	10/01/2017	100.000
	10/01/2019	4.250%	310,000.00	10/01/2017	100.000
	10/01/2020	4.375%	320,000.00	10/01/2017	100.000
	10/01/2021	4.375%	335,000.00	10/01/2017	100.000
	10/01/2022	4.375%	350,000.00	10/01/2017	100.000
	10/01/2023	4.500%	365,000.00	10/01/2017	100.000
	10/01/2024	4.500%	385,000.00	10/01/2017	100.000
	10/01/2025	4.500%	400,000.00	10/01/2017	100.000
	10/01/2026	4.500%	420,000.00	10/01/2017	100.000
	10/01/2027	4.625%	435,000.00	10/01/2017	100.000
TERM32	10/01/2032	4.625%	2,510,000.00	10/01/2017	100.000
TERM37	10/01/2037	4.625%	3,140,000.00	10/01/2017	100.000
			9,265,000.00		

SAVINGS

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 09/30/2016 @ 2.5107097%
10/01/2016	210,881.25	209,709.69	1,171.56		1,171.56	1,156.94
10/01/2017	421,762.50		421,762.50	344,002.92	77,759.58	76,308.35
10/01/2018	716,762.50		716,762.50	643,050.00	73,712.50	70,589.52
10/01/2019	719,225.00		719,225.00	649,050.00	70,175.00	65,547.29
10/01/2020	716,050.00		716,050.00	644,600.00	71,450.00	65,064.72
10/01/2021	717,050.00		717,050.00	645,000.00	72,050.00	63,966.60
10/01/2022	717,393.76		717,393.76	646,800.00	70,593.76	61,128.78
10/01/2023	717,081.26		717,081.26	648,000.00	69,081.26	58,344.44
10/01/2024	720,656.26		720,656.26	648,600.00	72,056.26	59,332.81
10/01/2025	718,331.26		718,331.26	648,600.00	69,731.26	56,001.83
10/01/2026	720,331.26		720,331.26	648,000.00	72,331.26	56,635.83
10/01/2027	716,431.26		716,431.26	646,800.00	69,631.26	53,175.51
10/01/2028	716,312.50		716,312.50	645,000.00	71,312.50	53,095.85
10/01/2029	720,268.76		720,268.76	647,600.00	72,668.76	52,751.42
10/01/2030	718,068.76		718,068.76	644,400.00	73,668.76	52,138.93
10/01/2031	719,943.76		719,943.76	650,600.00	69,343.76	47,860.94
10/01/2032	720,662.50		720,662.50	650,800.00	69,862.50	47,010.64
10/01/2033	720,225.00		720,225.00	650,200.00	70,025.00	45,938.65
10/01/2034	718,631.26		718,631.26	648,800.00	69,831.26	44,662.19
10/01/2035	715,881.26		715,881.26	646,600.00	69,281.26	43,197.60
10/01/2036	716,975.00		716,975.00	643,600.00	73,375.00	44,595.87
10/01/2037	716,681.26		716,681.26	644,800.00	71,881.26	42,588.32
	14,995,606.37	209,709.69	14,785,896.68	13,284,902.92	1,500,993.76	1,161,093.04

Savings Summary

PV of savings from cash flow	1,161,093.04
Plus: Refunding funds on hand	3,612.52
Net PV Savings	1,164,705.56

SUMMARY OF REFUNDING RESULTS

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Dated Date	09/30/2016
Delivery Date	09/30/2016
Arbitrage yield	2.510710%
Escrow yield	0.637965%
Value of Negative Arbitrage	175,769.55
Bond Par Amount	8,810,000.00
True Interest Cost	2.913814%
Net Interest Cost	3.124985%
Average Coupon	3.974884%
Average Life	12.779
Par amount of refunded bonds	9,265,000.00
Average coupon of refunded bonds	4.595740%
Average life of refunded bonds	12.966
PV of prior debt to 09/30/2016 @ 2.510710%	11,541,664.76
Net PV Savings	1,164,705.56
Percentage savings of refunded bonds	12.571026%

UNDERWRITER'S DISCOUNT

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Underwriter's Discount	$/1000	Amount
Average Takedown	2.91118	25,647.50
Underwriter's Counsel	1.41884	12,500.00
DTC	0.09081	800.00
Other / Miscellaneous	0.11351	1,000.00
CUSIP Numbers	0.06833	602.00
Ipreo Expense	0.05673	499.77
	4.65940	41,049.27

AVERAGE TAKEDOWN

City of Cocoa, Florida
Capital Improvement Refunding Revenue Bonds, Series 2016 (Uninsured)

Dated Date	09/30/2016
Delivery Date	09/30/2016

Bond Component	Maturity Date	Base Amount	Takedown $/Bond	Takedown Amount
Serial Bonds (Uninsured):				
	10/01/2018	300,000	2.0000	600.00
	10/01/2019	315,000	2.5000	787.50
	10/01/2020	320,000	2.5000	800.00
	10/01/2021	330,000	2.5000	825.00
	10/01/2022	345,000	3.0000	1,035.00
	10/01/2023	360,000	3.0000	1,080.00
	10/01/2024	375,000	3.0000	1,125.00
	10/01/2025	390,000	3.0000	1,170.00
	10/01/2026	405,000	3.0000	1,215.00
	10/01/2027	420,000	3.0000	1,260.00
	10/01/2028	435,000	3.0000	1,305.00
	10/01/2029	455,000	3.0000	1,365.00
	10/01/2030	470,000	3.0000	1,410.00
	10/01/2031	495,000	3.0000	1,485.00
	10/01/2032	515,000	3.0000	1,545.00
	10/01/2033	535,000	3.0000	1,605.00
	10/01/2034	555,000	3.0000	1,665.00
	10/01/2035	575,000	3.0000	1,725.00
	10/01/2036	595,000	3.0000	1,785.00
	10/01/2037	620,000	3.0000	1,860.00
		8,810,000	2.9112	25,647.50

APPENDIX D

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City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

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SOURCES AND USES OF FUNDS

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Sources:	
Bond Proceeds:	
Par Amount	7,130,000.00
Premium	1,069,941.25
	8,199,941.25
Other Sources of Funds:	
City Equity Contribution	2,000,000.00
	10,199,941.25
Uses:	
Project Fund Deposits:	
Project Fund	10,000,000.00
Delivery Date Expenses:	
Cost of Issuance	120,000.00
Underwriter's Discount	40,886.03
Surety Fee (2.5%)	11,406.25
Bond Insurance (20 bps)	25,281.43
	197,573.71
Other Uses of Funds:	
Additional Proceeds	2,367.54
	10,199,941.25

Notes:
Interest rates and rating assumptions used are based on market conditions as of May 20, 2016.
The City's actual results may differ. Stifel makes no commitment to underwrite at these levels.
Assumes 2023-2046 maturities are insured by either AGM or BAM.

BOND PRICING

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Series Bonds (Uninsured):											
	10/01/2018	135,000	3.000%	0.910%	104.138					5,586.30	2.500
	10/01/2019	140,000	3.000%	1.080%	105.657					7,919.80	3.000
	10/01/2020	140,000	4.000%	1.250%	110.704					14,985.60	3.000
	10/01/2021	150,000	4.000%	1.420%	112.416					18,624.00	3.000
	10/01/2022	155,000	4.000%	1.610%	113.622					21,114.10	3.500
		720,000								68,229.80	
Series Bonds (Insured):											
	10/01/2023	160,000	4.000%	1.730%	114.910					23,856.00	3.500
	10/01/2024	165,000	4.000%	1.880%	115.683					25,876.95	3.500
	10/01/2025	170,000	4.000%	2.040%	116.045					27,276.50	3.500
	10/01/2026	180,000	4.000%	2.200%	116.082					28,947.60	3.500
	10/01/2027	185,000	4.000%	2.340%	114.728	C	2.464%	10/01/2026	100.000	27,246.80	3.500
	10/01/2028	195,000	4.000%	2.500%	113.202	C	2.705%	10/01/2026	100.000	25,743.90	3.500
	10/01/2029	200,000	4.000%	2.600%	112.261	C	2.864%	10/01/2026	100.000	24,522.00	3.500
	10/01/2030	210,000	4.000%	2.670%	111.607	C	2.980%	10/01/2026	100.000	24,374.70	3.500
	10/01/2031	220,000	4.000%	2.720%	111.143	C	3.068%	10/01/2026	100.000	24,514.60	3.500
	10/01/2032	225,000	4.000%	2.770%	110.681	C	3.145%	10/01/2026	100.000	24,032.25	3.500
	10/01/2033	235,000	4.000%	2.820%	110.222	C	3.215%	10/01/2026	100.000	24,021.70	3.500
	10/01/2034	245,000	4.000%	2.880%	109.673	C	3.284%	10/01/2026	100.000	23,698.85	3.500
	10/01/2035	255,000	4.000%	2.930%	109.219	C	3.341%	10/01/2026	100.000	23,508.45	3.500
		2,645,000								327,620.30	
Term Bond 2040:											
	10/01/2036	265,000	5.000%	2.880%	118.311	C	3.827%	10/01/2026	100.000	48,524.15	3.750
	10/01/2037	280,000	5.000%	2.880%	118.311	C	3.827%	10/01/2026	100.000	51,270.80	3.750
	10/01/2038	295,000	5.000%	2.880%	118.311	C	3.827%	10/01/2026	100.000	54,017.45	3.750
	10/01/2039	305,000	5.000%	2.880%	118.311	C	3.827%	10/01/2026	100.000	55,848.55	3.750
	10/01/2040	320,000	5.000%	2.880%	118.311	C	3.827%	10/01/2026	100.000	58,595.20	3.750
		1,465,000								268,256.15	
Term Bond 2046:											
	10/01/2041	340,000	5.000%	2.950%	117.645	C	3.986%	10/01/2026	100.000	59,993.00	3.750
	10/01/2042	355,000	5.000%	2.950%	117.645	C	3.986%	10/01/2026	100.000	62,639.75	3.750

BOND PRICING

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Term Bond 2046:										
	10/01/2043	375,000	5.000%	2.950%	117.645 C	3.986%	10/01/2026	100.000	66,168.75	3.750
	10/01/2044	390,000	5.000%	2.950%	117.645 C	3.986%	10/01/2026	100.000	68,815.50	3.750
	10/01/2045	410,000	5.000%	2.950%	117.645 C	3.986%	10/01/2026	100.000	72,344.50	3.750
	10/01/2046	430,000	5.000%	2.950%	117.645 C	3.986%	10/01/2026	100.000	75,873.50	3.750
		2,300,000							405,835.00	
		7,130,000							1,069,941.25	

Dated Date	09/30/2016	
Delivery Date	09/30/2016	
First Coupon	04/01/2017	
Par Amount	7,130,000.00	
Premium	1,069,941.25	
Production	8,199,941.25	115.006189%
Underwriter's Discount	(40,886.03)	(0.573437%)
Purchase Price	8,159,055.22	114.432752%
Accrued Interest		
Net Proceeds	8,159,055.22	

BOND DEBT SERVICE

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2017			320,989.17	320,989.17
10/01/2018	135,000	3.000%	320,100.00	455,100.00
10/01/2019	140,000	3.000%	316,050.00	456,050.00
10/01/2020	140,000	4.000%	311,850.00	451,850.00
10/01/2021	150,000	4.000%	306,250.00	456,250.00
10/01/2022	155,000	4.000%	300,250.00	455,250.00
10/01/2023	160,000	4.000%	294,050.00	454,050.00
10/01/2024	165,000	4.000%	287,650.00	452,650.00
10/01/2025	170,000	4.000%	281,050.00	451,050.00
10/01/2026	180,000	4.000%	274,250.00	454,250.00
10/01/2027	185,000	4.000%	267,050.00	452,050.00
10/01/2028	195,000	4.000%	259,650.00	454,650.00
10/01/2029	200,000	4.000%	251,850.00	451,850.00
10/01/2030	210,000	4.000%	243,850.00	453,850.00
10/01/2031	220,000	4.000%	235,450.00	455,450.00
10/01/2032	225,000	4.000%	226,650.00	451,650.00
10/01/2033	235,000	4.000%	217,650.00	452,650.00
10/01/2034	245,000	4.000%	208,250.00	453,250.00
10/01/2035	255,000	4.000%	198,450.00	453,450.00
10/01/2036	265,000	5.000%	188,250.00	453,250.00
10/01/2037	280,000	5.000%	175,000.00	455,000.00
10/01/2038	295,000	5.000%	161,000.00	456,000.00
10/01/2039	305,000	5.000%	146,250.00	451,250.00
10/01/2040	320,000	5.000%	131,000.00	451,000.00
10/01/2041	340,000	5.000%	115,000.00	455,000.00
10/01/2042	355,000	5.000%	98,000.00	453,000.00
10/01/2043	375,000	5.000%	80,250.00	455,250.00
10/01/2044	390,000	5.000%	61,500.00	451,500.00
10/01/2045	410,000	5.000%	42,000.00	452,000.00
10/01/2046	430,000	5.000%	21,500.00	451,500.00
	7,130,000		6,341,089.17	13,471,089.17

BOND SUMMARY STATISTICS

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Dated Date	09/30/2016
Delivery Date	09/30/2016
Last Maturity	10/01/2046
Arbitrage Yield	2.763751%
True Interest Cost (TIC)	3.558178%
Net Interest Cost (NIC)	3.943170%
All-In TIC	3.711395%
Average Coupon	4.707047%
Average Life (years)	18.894
Duration of Issue (years)	12.939
Par Amount	7,130,000.00
Bond Proceeds	8,199,941.25
Total Interest	6,341,089.17
Net Interest	5,312,033.95
Total Debt Service	13,471,089.17
Maximum Annual Debt Service	456,250.00
Average Annual Debt Service	448,994.73
Underwriter's Fees (per $1000)	
Average Takedown	3.582924
Other Fee	2.151442
Total Underwriter's Discount	5.734366
Bid Price	114.432752

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series Bonds (Uninsured)	720,000.00	109.476	3.764%	4.072	298.85
Series Bonds (Insured)	2,645,000.00	112.386	4.000%	13.551	2,397.95
Term Bond 2040	1,465,000.00	118.311	5.000%	22.095	1,406.40
Term Bond 2046	2,300,000.00	117.645	5.000%	27.640	2,185.00
	7,130,000.00			18.894	6,288.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,130,000.00	7,130,000.00	7,130,000.00
+ Accrued Interest			
+ Premium (Discount)	1,069,941.25	1,069,941.25	1,069,941.25
- Underwriter's Discount	(40,886.03)	(40,886.03)	
- Cost of Issuance Expense		(120,000.00)	
- Other Amounts		(36,687.68)	(36,687.68)
Target Value	8,159,055.22	8,002,367.54	8,163,253.57
Target Date	09/30/2016	09/30/2016	09/30/2016
Yield	3.558178%	3.711395%	2.763751%

UNDERWRITER'S DISCOUNT

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Underwriter's Discount	$/1000	Amount
Average Takedown	3.58292	25,546.25
Underwriter's Counsel	1.75316	12,500.00
DTC	0.11220	800.00
Other / Miscellaneous	0.14025	1,000.00
CUSIP Numbers	0.08738	623.00
Ipreo Expense	0.05845	416.78
	5.73437	40,886.03

AVERAGE TAKEDOWN

City of Cocoa, Florida
Fire Special Assessment Bonds, Series 2016 (Partially Insured)

Dated Date	09/30/2016
Delivery Date	09/30/2016

Bond Component	Maturity Date	Base Amount	Takedown $/Bond	Takedown Amount
Series Bonds (Uninsured):				
	10/01/2018	135,000	2.5000	337.50
	10/01/2019	140,000	3.0000	420.00
	10/01/2020	140,000	3.0000	420.00
	10/01/2021	150,000	3.0000	450.00
	10/01/2022	155,000	3.5000	542.50
		720,000	3.0139	2,170.00
Series Bonds (Insured):				
	10/01/2023	160,000	3.5000	560.00
	10/01/2024	165,000	3.5000	577.50
	10/01/2025	170,000	3.5000	595.00
	10/01/2026	180,000	3.5000	630.00
	10/01/2027	185,000	3.5000	647.50
	10/01/2028	195,000	3.5000	682.50
	10/01/2029	200,000	3.5000	700.00
	10/01/2030	210,000	3.5000	735.00
	10/01/2031	220,000	3.5000	770.00
	10/01/2032	225,000	3.5000	787.50
	10/01/2033	235,000	3.5000	822.50
	10/01/2034	245,000	3.5000	857.50
	10/01/2035	255,000	3.5000	892.50
		2,645,000	3.5000	9,257.50
Term Bond 2040:				
	10/01/2036	265,000	3.7500	993.75
	10/01/2037	280,000	3.7500	1,050.00
	10/01/2038	295,000	3.7500	1,106.25
	10/01/2039	305,000	3.7500	1,143.75
	10/01/2040	320,000	3.7500	1,200.00
		1,465,000	3.7500	5,493.75
Term Bond 2046:				
	10/01/2041	340,000	3.7500	1,275.00
	10/01/2042	355,000	3.7500	1,331.25
	10/01/2043	375,000	3.7500	1,406.25
	10/01/2044	390,000	3.7500	1,462.50
	10/01/2045	410,000	3.7500	1,537.50
	10/01/2046	430,000	3.7500	1,612.50
		2,300,000	3.7500	8,625.00
		7,130,000	3.5829	25,546.25

APPENDIX E

Request for Proposals (RFP) #P-16-15-COC
UNDERWRITING SERVICES

CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2016

FIRE SPECIAL ASSESSMENT BONDS, SERIES 2016

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: April 26, 2016

PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON May 26, 2016

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Stifel, Nicolaus & Co., Inc. Address: 111 N. Magnolia Ave, Ste 1175 City, State, Zip: Orlando, FL 32801 Phone Number: (407) 956-6803 Fax Number: (407) 649-2145 E-Mail Address: LezcanoM@stifel.com FEIN Number: 43-0538770	Do you accept Visa? ☒ YES ☐ NO List of Deviations (if any) attached Yes___ No X If submitting a "NO RESPONSE", state reason: _____ _____ Receipt of 2 ADDENDUM acknowledged

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and four (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response

envelope, RFP# **Q-16-15-COC**. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

During the RFP process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

Stifel, Nicolaus & Company, Incoporated
Name of Respondent

Authorized Signature

Margaret Lezcano, Managing Director
Name & Title

05/25/16
Date

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, is received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibitions.

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

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

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 Proposal, 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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE

Stifel, Nicolaus & Company, Incorporated
COMPANY

05/24/16
DATE

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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 connection 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 (1) (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 of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Scrutinized Company Certification
Solicitation No. P-16-15-COC
UNDERWRITING SERVICES

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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 §215.473, is ineligible for, 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 $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Margaret Lezcano.
(Authorized Signature)

Margaret Lezcano, Mng Dir
(Printed Name and Title)

Stifel, Nicolaus & Co., Inc.
(Name of Vendor)

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of May, 2016, by Margaret Lezcano (name of person whose signature is being notarized) as Managing Director (title) of Stifel (Name of Vendor), known to me to be the person described herein, or who produced L250-560-69-719-0 (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of Florida at Large (Seal)
(Signature)

Maya Valdivia My commission expires: February 12, 2020
(Print Name)

MAYA D. VALDIVIA
MY COMMISSION # FF 955883
EXPIRES: February 12, 2020
Bonded Thru Notary Public Underwriters

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

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

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

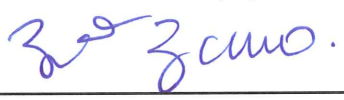
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Stifel, Nicolaus & Company, Incorporated	05/24/16
Signature of Authorized Certifying Official:	Title:
	Managing Director

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List;
Or
http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

REFERENCES

Contractor shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name City of Orlando, Florida
Contact Name and Title Christopher McCullion, Deputy CFO
Address 440 S. Orange Ave., Orlando, FL 32802
Phone Number (407) 246-2346
Duration of Contract or business relationship Stifel was chosen to be a member of the City of Orlando's underwriting team in February 2013. In March 2013, Stifel served as co-manager on the City's Contract Tourist Development Tax Payments Revenue Bonds, Series 2014A. In March 2016, Stifel served as senior manager on the City's Capital Improvement Refunding Special Revenue Bonds, Series 2015B and Capital Improvement Special Revenue Bonds, Series 2015C.

2. Company Name Seminole County, Florida
Contact Name and Title Edward Bass, Director of Resource Management
Address 1101 E. First St., Sanford, FL 32771
Phone Number (407) 665-7176
Duration of Contract or business relationship Stifel was chosen to be a member of Seminole County's underwriting team in September 2014. In May 2015, Stifel served as senior manager on the County's Water and Sewer Revenue Refunding Bonds, Series 2015 A&B.

3. Company Name City of Hialeah, Florida
Contact Name and Title Ines Beecher, Budget Director
Address 501 Palm Ave., Hialeah, FL 33010
Phone Number (305) 883-5931
Duration of Contract or business relationship In September 2015, Stifel was chosen via a RFP process to serve as senior manager on the City of Hialeah's Taxable Special Obligation Revenue Bonds, Series 2015A and Special Obligation Revenue Bonds, Series 2015B. The Series 2015 A&B Bonds priced in November 2015 and closed in December 2015.

REFERENCES

Contractor shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name City of Leesburg, Florida
Contact Name and Title Bill Spinelli, Finance Director
Address 501 W. Meadow St., Leesburg, FL 34748
Phone Number (352) 728-9714
Duration of Contract or business relationship In January 2013 and again in October 2015, Stifel was chosen to be a member of the City of Leesburg's underwriting team. As a member of this team, Stifel served as co-manager on the City's Capital Improvement Refunding Revenue Bonds, Series 2013 in May 2013, as co-manager on the City's Utility System Refunding Revenue Bonds, Series 2016 in May 2016, and as senior manager on the City's Electric System Refunding Revenue Bonds, Series 2016 in May 2016.

2. Company Name City of St. Pete Beach, Florida
Contact Name and Title Elaine Edmunds, Administrative Services Director
Address 155 Corey Ave., St. Pete Beach, FL 33706
Phone Number (727) 363-9250
Duration of Contract or business relationship In February 2015, Stifel was chosen via a RFP process to serve as senior manager on the City of St. Pete Beach's Capital Improvement Revenue Bonds, Series 2015. The Series 2015 Bonds priced and closed in June 2015.

3. Company Name City of Daytona Beach, Florida
Contact Name and Title Patricia Bliss, CFO
Address 301 S. Ridgewood Ave., Daytona Beach, FL 32114
Phone Number (386) 671-8060
Duration of Contract or business relationship In July 2012, Stifel was chosen via a RFP process to serve as senior manager on the City of Daytona Beach's Utility System Refunding and Improvement Revenue Bonds, Series 2012. The Series 2012 Bonds priced in August 2012 and closed in September 2012.

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed in the presence of a Notary Public or other Officer authorized to administer oaths.

1. This sworn statement is submitted to:

City of Cocoa, Florida
(Print name of the Public Entity.)

by: Margaret Lezcano, Managing Director
(Print individual's name and title.)

for: Stifel, Nicolaus & Company, Incorporated
(Print name of Entity submitting sworn statement.)

whose business address is:

111 N. Magnolia Avenue, Suite 1175

Orlando, FL 32801

and, if applicable, its Federal Employer Identification Number (FEIN) is
43-0538770

(If the Entity has no FEIN, please include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or,

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. *(Please attach a copy of the final order.)*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

M Lezcano.
_____
Signature

May 24, 2016
_____
Date

STATE OF FLORIDA

COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Margaret Lezcano who, after first being sworn by me, affixed his/her signature in *(Name of individual signing.)*

the space provided above on this 24 day of May, 2016

_____
NOTARY PUBLIC

January 2, 2020
_____
My commission expires:

MAYA D. VALDIVIA
MY COMMISSION # FF 955863
EXPIRES: February 12, 2020
Bonded Thru Notary Public Underwriters

MINUTES

CITY OF COCOA
P-16-15-COC SELECTION COMMITTEE MEETING

June 21, 2016

A Selection Committee Meeting was held on Tuesday, June 22nd, 2016 at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

The Project Manager, Teri Butler, called the meeting to order at 8:40 am.

Voting Members Present:

Matt Fuhrer	Assistant City Manager
Teri Butler	Finance Director
Lora Howell	Deputy Finance Director

Non-Voting Members Present:

John Titkanich	City Manager
Sylvia Dunlap	Dunlap & Associates
Sonja Hamilton-Suarez	Purchasing & Contracts Manager

II. Discussion Topics

1. **Gross Spread** - Teri and Sylvia discussed the idea of lowest cost based on lowest gross spread. Sylvia explained that gross spread equals expenses plus average takedown (commission paid to brokers). She explained that based on the proposals from Raymond James and Stifel, each was lower in one category and not the other; Stifel's gross spread was lower for Refunding and Raymond James was lower for Special Assessments.

Matt suggested the City could choose either firm depending on functions where they ranked highest. John agreed this was a possibility and would require council approval. Sylvia affirmed that other Cities do that.

2. **Average Takedown** – Lora said Stifel was lower for all four. John asked if that could be negotiated and discussed "Rankings" with Sylvia. Sylvia explained that there are many types of rankings over the Nation for a specific time period.

3. References – Teri followed-up on references of each firm. She sent each firm's references a set of questions ahead of time. Orlando responded for Stifel; affirming they highly recommended them. Teri also reviewed customer comments about each firm on the internet.

4. Judging Criteria – All agreed both firms are equally qualified. Teri suggested all things being equal; they were just down to price. Sylvia suggested considering that water and sewer may be a factor in the future. Matt offered that choosing both may lower costs by maintaining competition. Sylvia advised choosing both would also give the city flexibility if rates went up and would eliminate the need to go back out for RFP in the future.

John questioned whether scoring was necessary if both firms were chosen. It was agreed that scoring was not necessary. The committee decided to recommend both firms be awarded the contract and proposals would be accepted by both firms for individual tasks. The best proposal at the time will get the award based on gross spread, past performance, and other variables including but not limited to, timeline, availability, and their relationship with the City.

Teri directed Sonja to send a notice of selection to both firms.

III. ADJOURNMENT:

The Selection Committee Meeting adjourned at 9:10 am.

Butler 6-28-16
Teri Butler, Finance Director

ATTEST:

S. Hamilton-Suarez, Purchasing and Contracts Manager

Legislation Details (With Text)

File #:	16-314	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve a waiver of Competitive Bidding by way of Sole Source and approve a Resolution amending the FY 2016 budget for repairs and reconditioning of the Tymco 500X regenerative air street sweeper. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SS-TYMCO.pdf Sole Source Resolution.pdf TYMCO PROPOSAL.pdf 2016_05_18_12_04_35.pdf Budget Resolution FY 2016.pdf BAF-PW-Street Sweeper (7-26-16) 16-314.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif, P.E. Public Works Director
Requested Action:
Approve a waiver of Competitive Bidding by way of Sole Source and approve a Resolution amending the FY 2016 budget for repairs and reconditioning of the Tymco 500X regenerative air street sweeper.

BACKGROUND:

The City of Cocoa Public Works, Storm Water division operates two Tymco Regenerative Air Street Sweeper. The newest and largest of the two is a 2014 Tymco 600X sweeper. This unit operates as the primary street sweeper it is used daily for street sweeping operations in the City of Cocoa. The older of the two is a 2009 Tymco 500X, which was filling the roll as the backup and special events sweeper. This Sweeper is smaller and more maneuverable and has a high dump system that is used to dump sweeping material in dump trucks or roll-off dumpers for mobile and localized street sweeping and dumping. Street sweeping is used as the primary mode of preventing pollutants from entering the Indian River Lagoon. Having two operating sweepers is critical to maintaining the city's compliance with our NPDES MS-4 Stormwater permit.

The 500x sweeper has developed some major rust, mechanical and hydraulic issues. The unit was sent back to the supporting factory dealer, Container System of Daytona Beach Florida, for a full and in-depth evaluation. That evaluation determined that the cab, chassis and power train, was in good overall condition; however the Tymco unit was in need of some major repairs and reconditioning. That evaluation is attached. It is the recommendation of staff from looking at the budget and operational needs of the city that the unit be reconditioned per the submitted proposal from Container System. This will give the unit an additional useful life of 3 to 5 years. The estimated cost of the repair and reconditioning is $71,834. The cost for a new equivalent replacement unit would be in excess of $328,000

This refurbishment is being requested as a sole source repair due to the need for specialized parts only available from the factory. Container System is the sole dealer for sales, service and parts for Tymco Sweeper products for the State of Florida. Container System Daytona Beach location is a full service shop for reconditioning and refitting of Tymco Sweeper products. This is a highly detailed repair & recondition with an estimated 6 to 10 week repair time. Due to shop scheduling and parts availability, this repair may cross budget years if the repair is not complete during the FY2016 budget staff will find the remaining fund in the FY2017 budget to complete the repair.

STRATEGIC PLAN CONNECTION:

This repair will help the city comply with its environmental permit requirements, improving the water quality in the Indian River Lagoon.

BUDGETARY IMPACT:

Budget transfer of $71,834
From - Storm Water account 423-3570-538.6300 Infrastructure -
To - Storm Water account 423-3570-538.4603 Repair and Maintenance of Vehicles

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a waiver of Competitive Bidding by way of Sole Source and approve a budget transfer for repairs and reconditioning of the Tymco 500X regenerative air street sweeper.

SOLE SOURCE JUSTIFICATION FORM

Requisition Number	Agenda Item 16-314	**Division**	3570 Public Works/Stormwater
Part/Item/Service Description	TYMCO 500X STREET SWEEPER REPAIR & RECONDITION		
Cost of Part/Item/Service	$ 71,834.00	**Account Number**	423-3570-538.4603
Vendor Name	CONTAINER SYSTEMS		

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. **Is item/service/vendor requested one-of-a-kind ? Check one:** Yes [✓] No [ ]
   Explain how this was determined:

Container System is the authorized service, repair and parts Dealer for TYMCO STREET SWEEPERS for the State of Florida. The Sweeper

(Container Systems is on the Proprietary Sole Source Vendor list)

2. **Why was the particular product or vendor chosen?**

Container System is the sole provider of Sale, Service and parts in the State of Florida for TYMCO STREET SWEEPER PRODUCTS. There Daytona location is a full reconditioning and repair center for Tymco Sweeper Products

3. **Can similar items/service be obtained from other source? Check one:** Yes [ ] No [✓]
   If the answer is no, please explain.

With Container System being the sole provider in the state of Florida they have direct access to the parts and service for proprietary parts and service of the Tymco line of street sweeper products.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. **Is chosen vendor the manufacturer? Check one:** Yes [ ] No [✓]

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

"Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing""

7/13/16	Tony Jones — Digitally signed by Tony Jones, DN: dc=org, dc=coccart, ou=Fleet Services, cn=Tony Jones, email=tjones@coccart.org, Date: 2016.07.13 12:14:57 -04'00'	7/13/16	Sonja Hamilton-Suarez — Digitally signed by Sonja Hamilton-Suarez, Date: 2016.07.13 13:50:17 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
7/13/16	Everett J. Wegerif — Digitally signed by Everett J. Wegerif, DN: dc=org, dc=coccart, ou=Public Works, cn=Everett J. Wegerif, email=ewegerif@coccart.org, Date: 2016.07.13 13:24:36 -04'00'	7/13/16	Teri Butler — Digitally signed by Teri Butler, Date: 2016.07.13 15:10:01 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

RESOLUTION NO. 2016-79

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 26th day of July, 2016.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2016-79

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the repair and recondition of a 2009 TYMCO 500X Street Sweeper work to be performed by Container Systems & Equipment Co. Inc.

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

_____

John A. Titkanich, Jr., AICP
City Manager

Container Systems
& Equipment Co. Inc.



DATE: June 13, 2016

TO: Mr. Tony Jones
Fleet Manager, City of Cocoa

RE: Proposal for repair and recondition of your current TYMCO 500X sweeper

Work to include the following:

Repainting of Isuzu cab. Work to included rust repair in curbside door. Only the outside of the cab will be painted. Interior of cab is in very good shape. Bumper will also be painted.

Complete disassembly of storage compartment including batteries and water tank. The entire structure will be replaced with new and will be coated with POR 15. Strobe mount to be replaced.
Tool box and water tank structure to be reconstructed as it was when it was new. Main water tanks shall be removed from front subassembly. Main structure will be cleaned and coated with POR 15. Water lines will be replaced with new. Fuel tank will be coated with POR 15.

Gutter broom assemblies will be removed from frame, cleaned or sandblasted, coated with POR15 and reinstalled. Frame in that area will be cleaned and coated on both sides as well. Each side will have new gutter broom motors, new manifold valves on the frame, and new brooms.

Sweeping head will be removed and completely rebuilt with new broom, new curtain set, new anti-abrasion kit. Head will be sandblasted and coated with POR15. New suction and pressure tubes will be installed. Springs and eye bolts supporting the head will be replaced. New linear actuator for the leaf bleeder door will be installed.

Fan blower housing will be replaced (edge is worn through). New fan housing liner will be installed as well. All attaching parts will sandblasted and coated with POR15. A fresh fan seal will be installed also.

Hopper scissor mechanism will be sandblasted and coated with POR15. New stops will be installed in the scisssors. Hopper chute (door) frame to be replaced. New chute bumper pads and bumper seals to be installed. Remaining parts and face sheet to repainted white or coated with POR15. The remainder of the hopper metal shall be painted to match the original white paint.

All hydraulic hoses will be changed. Hoses will be rerouted if necessary to eliminate chafing. Hydraulic pump attached to auxiliary engine shall be inspected, checked and all leaks repaired. This proposal does not included replacement of this main pump. From our evaluation, it appears to be in suitable condition to provide many more years of service. All directional valves will be inspected and have new O-Rings installed. Hydraulic oil tank will be removed, cleaned, filters changed, and new oil installed.

506 Bellevue Avenue • Daytona Beach, Florida 32114-5279 • (386) 253-5555 • FAX (386) 253-8537
Website: www.containersys.com • Email: info@containersys.com

Container Systems
& Equipment Co. Inc.



Auxiliary engine will be serviced and an upgrade kit will be installed. This kit provides for a different fan pulley size that increases fan speed by 20% for additional cooling particularly for the hydraulic system. Three louvers will be installed in the curbside rear door for a better heat transfer. New belt and tensioner will be used. New air filter assembly will be installed. New battery cables will be installed

Top engine compartment structure that houses the hydraulic tank will be replaced. Corner braces in the back doors will be changed. Engine cover structure sheet metal will be repainted white. New decals will be installed. Back bumper, outriggers, and rear fenders will be sandblasted and coated with POR15. Outrigger cylinders appear to be in good shape and not leaking. Scissor hoist cylinders appear to be good as well.

Water pump will be replaced, as well as the filter and all nozzle tips. New 4 station water valve will be installed with a new relief valve. All tanks will be cleaned and flushed.

Labor	430 hours @ $80.	$34,400.
Parts	See attached pages	$32,334.
Paint materials		$2,850.
Freight	Shipping of parts on attached pages	$2,250.
Total:		**$71,834.**

NOTE: Work to be completed at Container Systems in Daytona Beach. Includes pick-up and delivery of sweeper. Time frame needed is a minimum of 10 weeks. This quote is good for 120 days.

Respectfully,

Robert Barton

Robert Barton

506 Bellevue Avenue • Daytona Beach, Florida 32114-5279 • (386) 253-5555 • FAX (386) 253-8537
Website: www.containersys.com • Email: info@containersys.com


TYMCO
500x
ISUZU
FVR
131

	Item number	Quantity	Part Number	Description	Cost each	Total Cost
cabover tool box						
	"A"	1	506931	Step/tool box assembly	3,449	3449
front assembly	"B"					
	4	1	5019114	RH Shroud	177	177
	5	1	5019115	LH Shroud	108	108
	18	1	506197	End brace	134	134
	50	1	5019947	Manifold cover	158	158
	5	1	506199	Strobe mount	226	226
	1	1	506177	Blower housing	2,599	2,599
	3	1	5019064	Suction seal	193	193
	4	1	5012830	Wear liner	1,067	1,067
	6	10	20187	Elevator bolt	1	10
	5	1	506199	Strobe mount	226	226
total						4,898
Power Unit	"C"					
	72	1	506209	Air cleaner assembly	569	569
	87	1	506677	Hydraulic tank frame	1,179	1179
	114	1	5019812	Cooler baffle curtain	16	16
		4	5019192	Rear door corners	20	80
total						1844
Hopper	"D"					
	1	1	506138	Chute weldment	1316	1316
		2	5018895	Bumper pads	44	88
		2	10589	Bumpers	3	6
		1	5018634	Bumper seal	91	91
total						1501
Lift assembly	"E"					
	17	10	506125	Rest weldments	160	1600
Gutter broom	"F"					
	35	2	500392	Digger brooms	280	560
	42	2	501767	Torque motors	776	1552
	53	2	506547	Manifold assembly	526	1052
		4	13292	Screen fittings	33	132
total						3296
Pick up head	"G"					
	28	1	5010232	Heavy duty spring	30	30
	29	7	10163	Eyebolts	17	119
	39	2	5011922	14" Clamps	16	32
	40	1	5011671	14" HD hose	546	546
	50	1	5017410	Suction hose	405	405
	52	6	5010839	Springs	28	168
	57	2	11340	HD hose clamps	15	30
	100	1	500360	Transition seal	50	50
		1	502609	Curtain set	400	400
		1	502639	Broom kit	934	934
		1	507407	Linear actuator	591	591
		1	5018702	Curtain	37	37
total						3342
Hydraulic	"H"	NOTE: Hoses listed on separate sheet				
		1	12913	Seal kit	15	15
		1	12495	Seal kit	14	14
		1	12496	Seal kit	36	36
		2	5011237	Seal kit	14	28
		2	12910	Seal kit	17	34
		2	12926	Seal kit	140	280
		13 qts		Hydraulic oil	8	104
		1	22516	Hydraulic filter	84	84
		1	5010080	Hydraulic breather	21	21
		1	5018627	Tank gasket	105	105
total						721
Total this page						20,651

	Item number	Quantity	Part Number	Description	Cost each	Total Cost
Water system						
	"I"	1	502556	Water pump	254	254
		1	505408	Water valve assembly	586	586
		1	5015570	Relief valve	111	111
		2	20810	Double nozzles	61	122
		4	20811	Nozzles	31	124
		1	506499	Tank adaptor plate	65	65
total						1262
Misc.						
		1	507184	Abrasion protection kit	2273	2273
		1		Perkins oil filter	23	23
		4 qts.		Diesel oil	9	36
		1		Perkins fuel filter	29	29
		1		Perkins belt tensioner	300	300
		1		Perkins fan belt	65	65
total						2,726
Rear door kit						
		1		Louver panel kit	150	150
		1	131191	fan pulley	172	172
total						322
Hydraulic hoses						
		2	505008	1/2"x 34"	110	220
		1	506022	1/2"x 21"	88	88
		1	506012	1"x 25"	243	243
		1	506013	1"x30"	255	255
		1	505997	1"x126"	321	321
		1	505988	1/2"x 234"	336	336
		2	506444	1/2"x 100"	166	332
		2	506445	1/2"x 87"	123	246
		2	506001	1/4"x 187"	91	182
		2	506002	1/4"x 147"	92	184
		4	505998	1/4"x 37"	44	176
		1	5020045	Suction hose	29	29
		1	506015	1/4"x 23"	47	47
		2	506442	1/2"x 54"	94	188
		2	506436	3/4"x 54"	165	330
		2	506440	1/2"x 271"	270	540
		1	506670	1"x 71"	156	156
		1	506016	1/2"x 37"	94	94
		1	506020	3/4"x 22"	102	102
		1	505989	3/8"x 36"	87	87
		1	503147	1/2"x 72"	128	128
		1	503056	1/2"x 70"	105	105
		1	506011	1"x 14"	255	255
		1	506010	1"x 16"	259	259
		1	506028	1/4"x 20"	55	55
		1	506027	1/4"x 25"	51	51
		2	506024	1/4"x 87"	80	160
		2	506023	1/4"x 141"	89	178
		2	506026	1/2"x 66"	116	232
		2	506025	1/2"x 111"	185	370
		1	506006	1"x 58"	352	352
		1	506005	1"x 74"	365	365
		1	505994	1/2"x 98"	158	158
		1	501974	1/4"x 72"	50	50
		1	504980	1/4"x 90"	70	70
		1	505995	1/2"x 45"	119	119
		1	505990	1/2"x 84"	129	129
		1	506268	1/4"x 18"	14	14
		1	507073	5/8"x 68"	60	60
		1	506671	1"x 21"	107	107
total						7373
Total this page						11,683

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RUST

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35

POR-15® Rust Preventive Coating

Item Id: 45

Your Price: $33.10

Availability: In Stock

Choose Options

Color

Color

Size

- Pint.....$33.10
- Quart.....$50.50
- Gallon....$165.60

Quantity 1 Add to Cart

Description

POR-15® Rust Preventive Coating is a high performance coating designed for application directly on rusted or seasoned metal surfaces and will stop rust permanently. **POR-15® Rust Preventive Coating** is non-porous and seals and protects many surfaces from water, chemicals, salt, and other corrosive contaminants and is able to be painted over rust. **POR-15® Rust Preventive Coating** is an effective anti-corrosive and rust preventive coating that offers superior chemical resistance due to its dense, cross-linked molecular composition and non-porous attributes.

The secret lies in **POR-15® Rust Preventive Coating**'s curing process. Most paints dry through evaporation, but **POR-15® Rust Preventive Coating** dries faster when moisture is present. It has the opposite chemistry of ordinary paints. Now add to that **POR-15® Rust Preventive Coating** incredible hardness, toughness, and flexibility and you have a coating that is practically indestructible. **POR-15® Rust Preventive Coating** is a permanent rust repair great for auto frame and chassis restoration, protecting valuable equipment against rust and corrosion. You'll be amazed at the toughness!

WARNING: THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

- POR-15® Rust Preventive Coating Data Sheet
- POR-15® Rust Preventive Coating Technical Data Sheet
- POR-15 MSDS

STEP BY STEP

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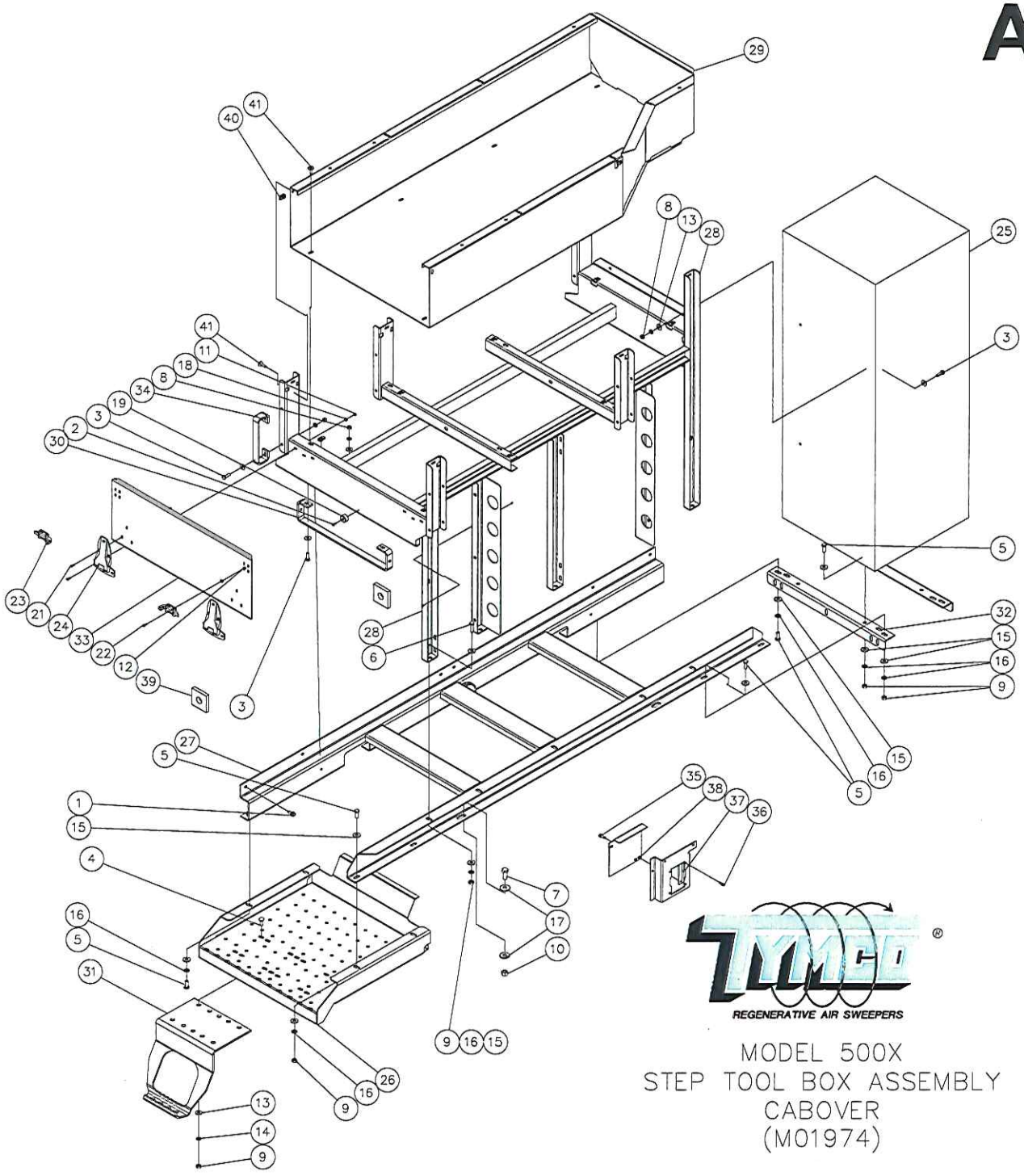
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TYMCO®
REGENERATIVE AIR SWEEPERS

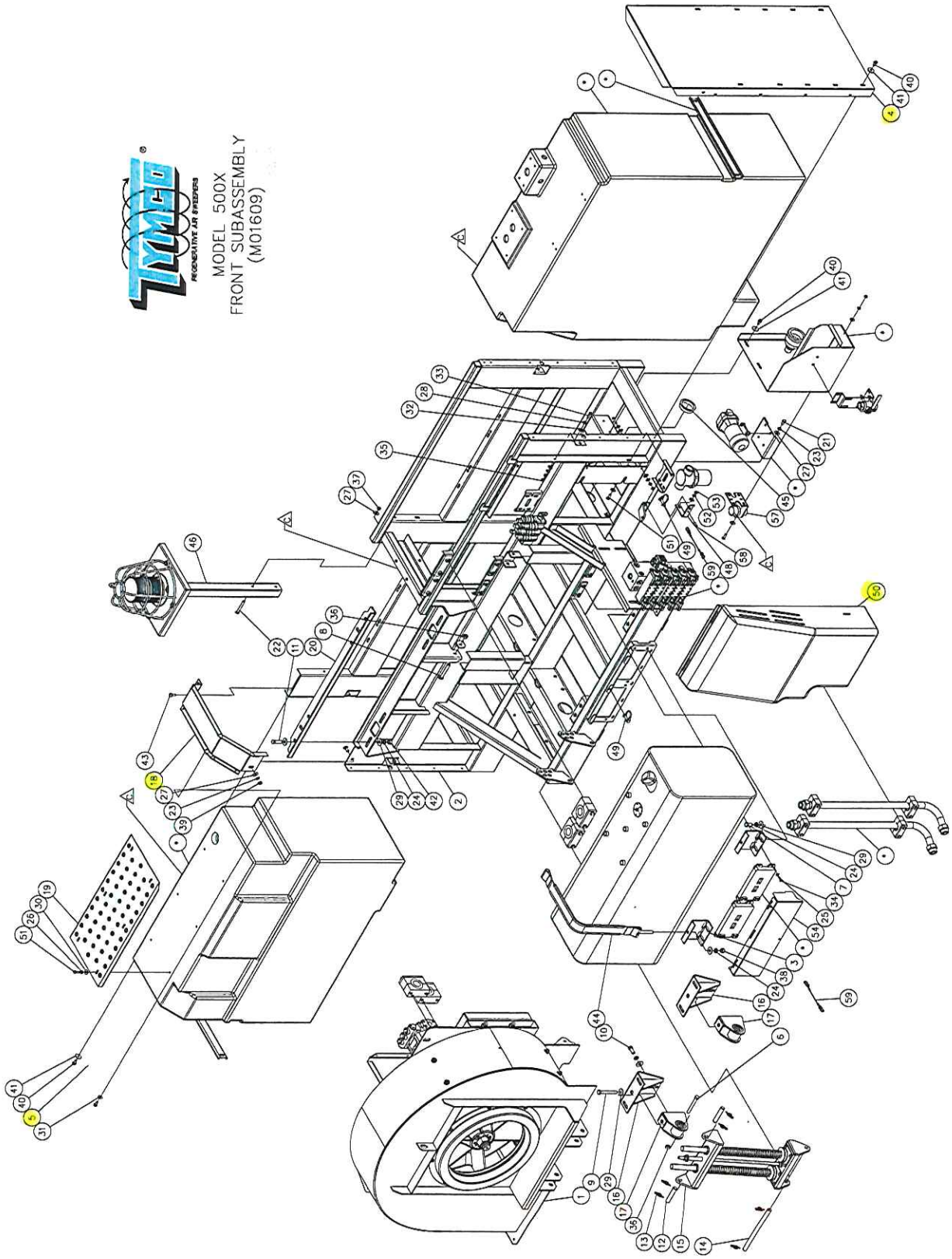
MODEL 500X
STEP TOOL BOX ASSEMBLY
CABOVER
(M01974)

MODEL 500X
CABOVER STEP/TOOL BOX ASSEMBLY PARTS LIST
DWG-M01974

ITEM	QTY	PART NO	DESCRIPTION
	1	506931	Step/Tool Box Assembly
1	8	10104	Self Tap 5/16-18 UNC x 3/4
2	1	10107	# 10-24 Self Tap Screw
3	6	10117	Bolt - 5/16-18 UNC x 1
4	4	10125	Carriage Bolt - 5/16-18 UNC x 1


CITY OF
Cocoa
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B

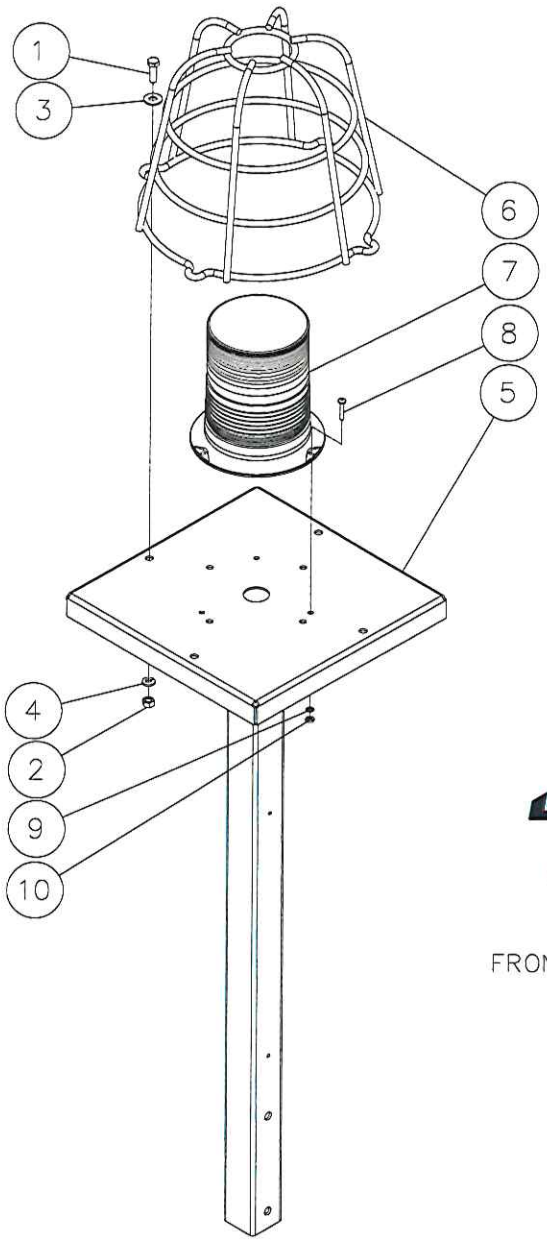


TYMCO MODEL 500X
FRONT SUBASSEMBLY PARTS LIST
DWG-M01609

ITEM	QTY	PART NO	DESCRIPTION
	1	506175	Front Subassembly
1	1	506176	Blower Housing Assembly
2	1	506182	Front Frame Weldment
3	2	5019113	Bracket, Fuel Tank Strap
4	1	5019114	Shroud, RH
5	1	5019115	Shroud, LH
6	2	30102	Bolt, 1/2-13 UNC x 4
7	4	10138	Bolt, 1/2-13 UNC x 1
8	2	10160	Bolt, 1/2-13 UNC x 3-1/2
9	2	501761	Bolt, 1/2-13 UNC x 4 All Thread
10	2	10167	Bolt, 1/2-13 UNC x 1-1/4
11	2	10140	Bolt, 1/2-13 UNC x 1-3/4
12	2	5019117	Clevis Pin
13	6	10434	Rue Clip 3/4
14	1	5019118	Clevis Pin
15	1	506188	Spring Assembly
16	2	506191	Floating Blower Mount
17	2	506192	Blower Mount Assembly
18	1	506197	End Brace Weldment
19	1	5019136	Deck, Water Tank
20	1	5019138	Blower Adjustment Bracket
21	2	10127	Bolt, 3/8-16 UNC x 3/4
22	4	10172	Bolt, 3/8-16 UNC x 3
23	8	10308	Lock Washer, 3/8
24	10	10312	Lock Washer, 1/2
25	8	10304	Lock Washer, 1/4
26	6	10332	Lock Washer, 5/16 SS
27	10	10307	Flat Washer, 3/8
28	4	10303	Flat Washer, 1/4
29	14	10311	Flat Washer, 1/2
30	6	10336	Flat Washer, 5/16 SS
31	10	10305	Flat Washer, 5/16
32	4	10357	Toothed Dish Washer, 1/4
33	2	10115	Bolt, 1/4-20 x 1-1/4 HHCS
34	8	10110	Bolt, 1/4-20 x 3/4 HHCS
35	4	10274	Nut, .1/4-20 UNC KEPT
36	4	10231	Lock Nut, 1/2 UNC
37	2	10225	Lock Nut, 3/8 UNC
38	2	10201	Nut, 1/2 UNC
39	4	10209	Nut, 3/8 UNC
40	27	10104	Self Tap, 5/16-18 UNC x 3/4
41	23	10350	Fender Washer, 5/16 ID x 1-1/4 OD
42	2	10201	Nut, 1/2-13 UNC
43	4	10134	Carriage Bolt, 3/8-16 UNC x 1
44	2	505949	Strap, Fuel Tank
45	1	22149	Snap Bushing, 3"
46	1	506198	Front Strobe Assembly
-	1	5011170	Foam Tape - Water Tank Cover
48	1	5019413	Latch - Manifold Cover
49	2	10422	Safety Snap Pin 3/8

B

ITEM	QTY	PART NO	DESCRIPTION
50	1	5019947	Manifold Cover
51	6	10117	Bolt, 5/16-18 UNC x 1
52	3	10306	Lock Washer, 5/16
53	3	10205	Nut, 5/16 UNC
54	1	5019476	VMM Cover
55	1	12071	Work Light (Not Shown)
56	3	40193	Bolt - 5/16-18 UNC x 2 3/4 All THD
57	1	506195	Water Drain Fixture
58	1	10414	Roll Pin 1/4 x1
59	2	506879	Steel Wire Lanyard Assembly



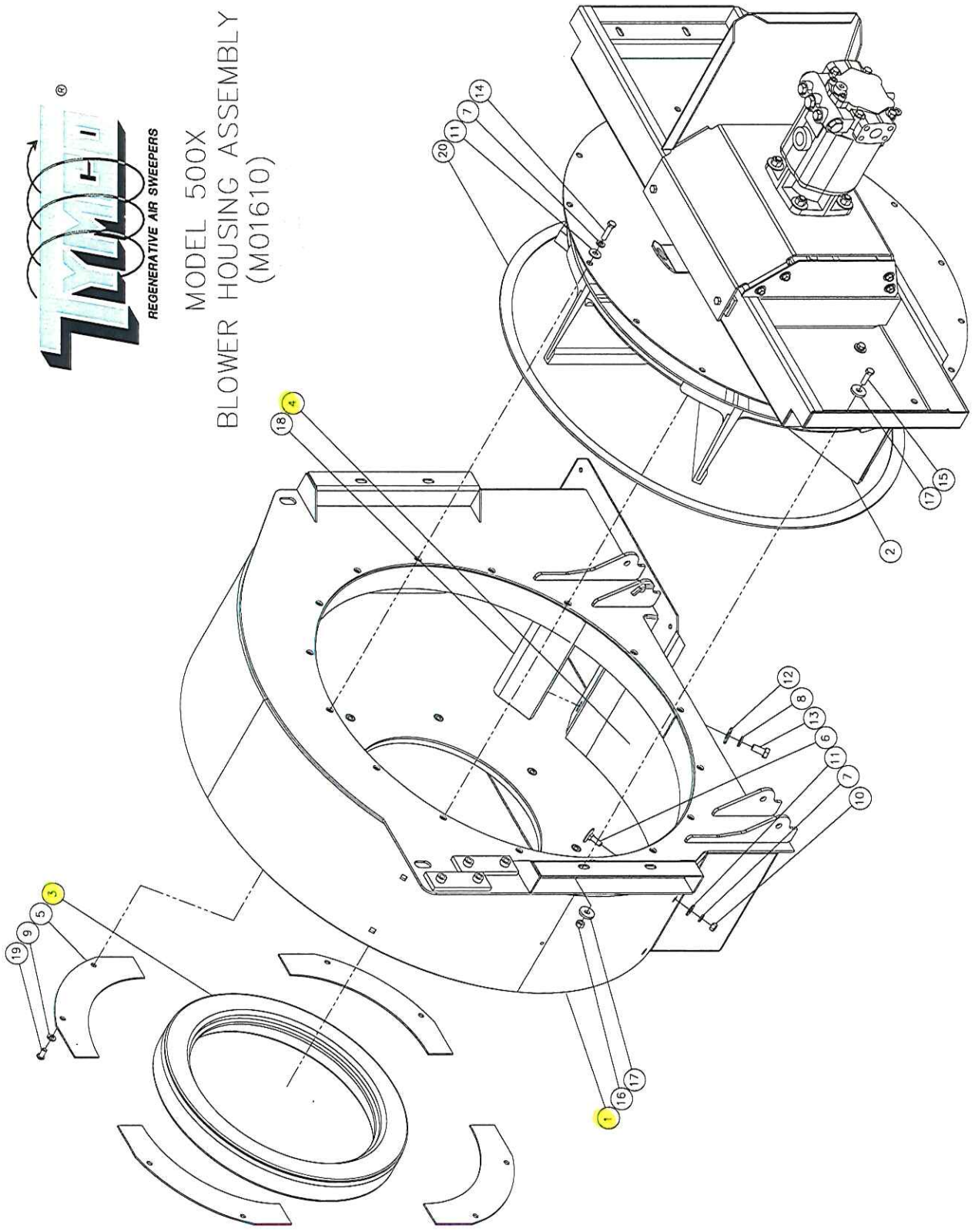
MODEL 500X
FRONT STROBE ASSEMBLY
(M01672)

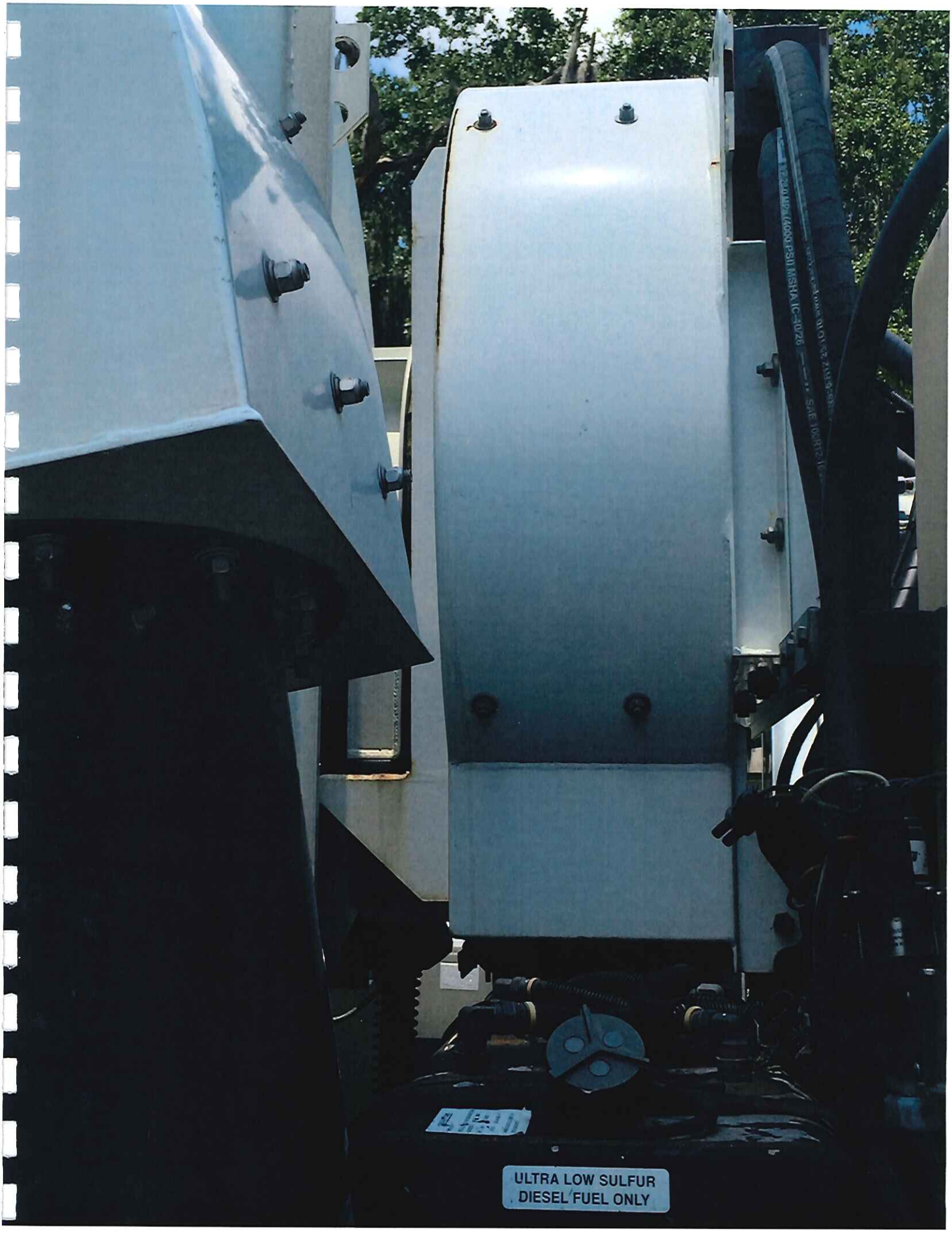
TYMCO MODEL 500X
FRONT STROBE ASSEMBLY PARTS LIST
DWG-M01672

ITEM	QTY	PART NO	DESCRIPTION
	1	506198	Front Strobe Assembly
1	4	10117	Bolt, 5/16-18 UNC x 1
2	4	10205	Nut, 5/16 UNC
3	4	10305	Flat Washer, 5/16
4	4	10306	Lock Washer, 5/16
5	1	506199	Front Strobe Mount
6	1	5014434	Strobe Light Guard
7	1	22302	Strobe Light Assembly
8	3	20186	Screw - #10-32 x 1
9	3	-	#10 Star Washer
10	3	-	Nut - 10-32 Hex

TYMCO®
REGENERATIVE AIR SWEEPERS

MODEL 500X
BLOWER HOUSING ASSEMBLY
(M01610)

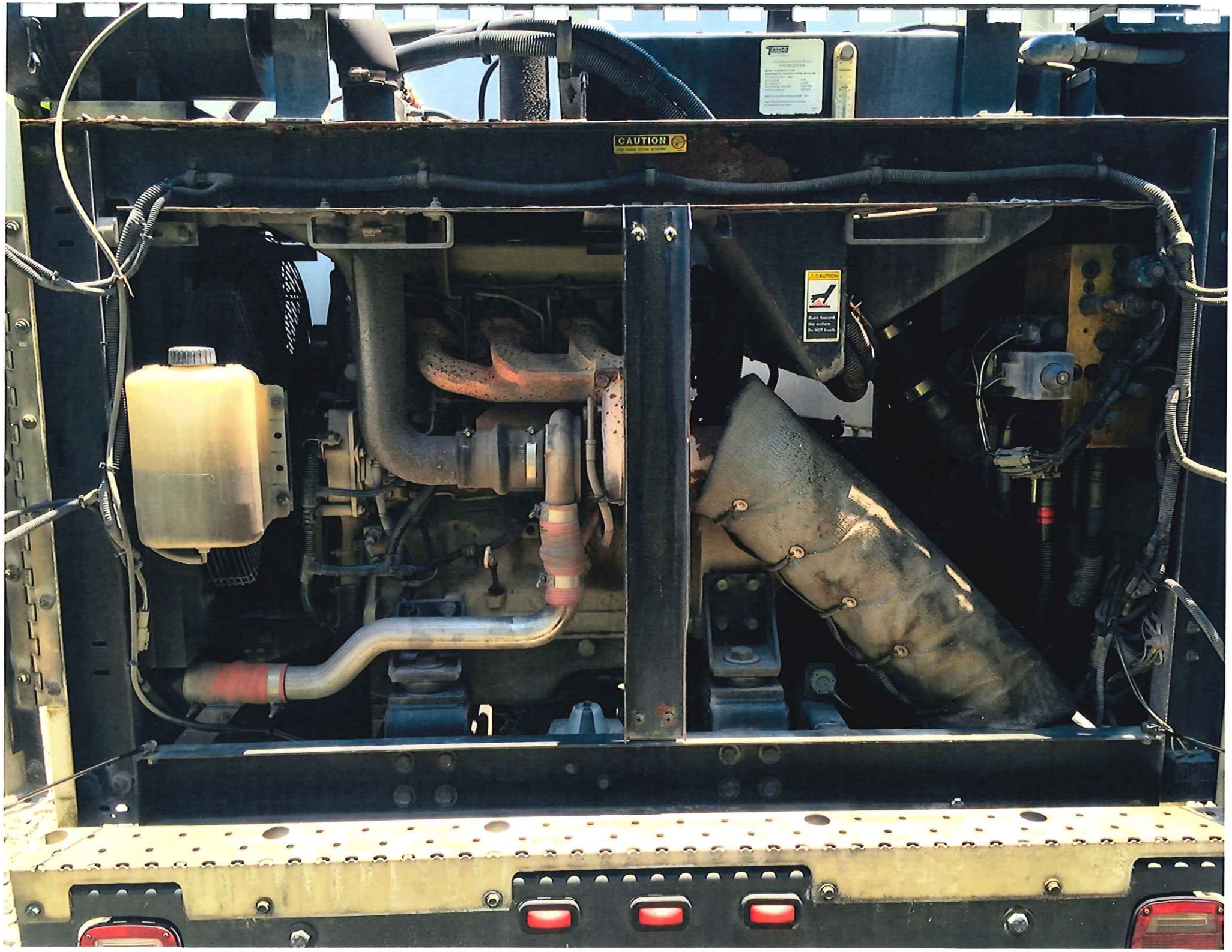


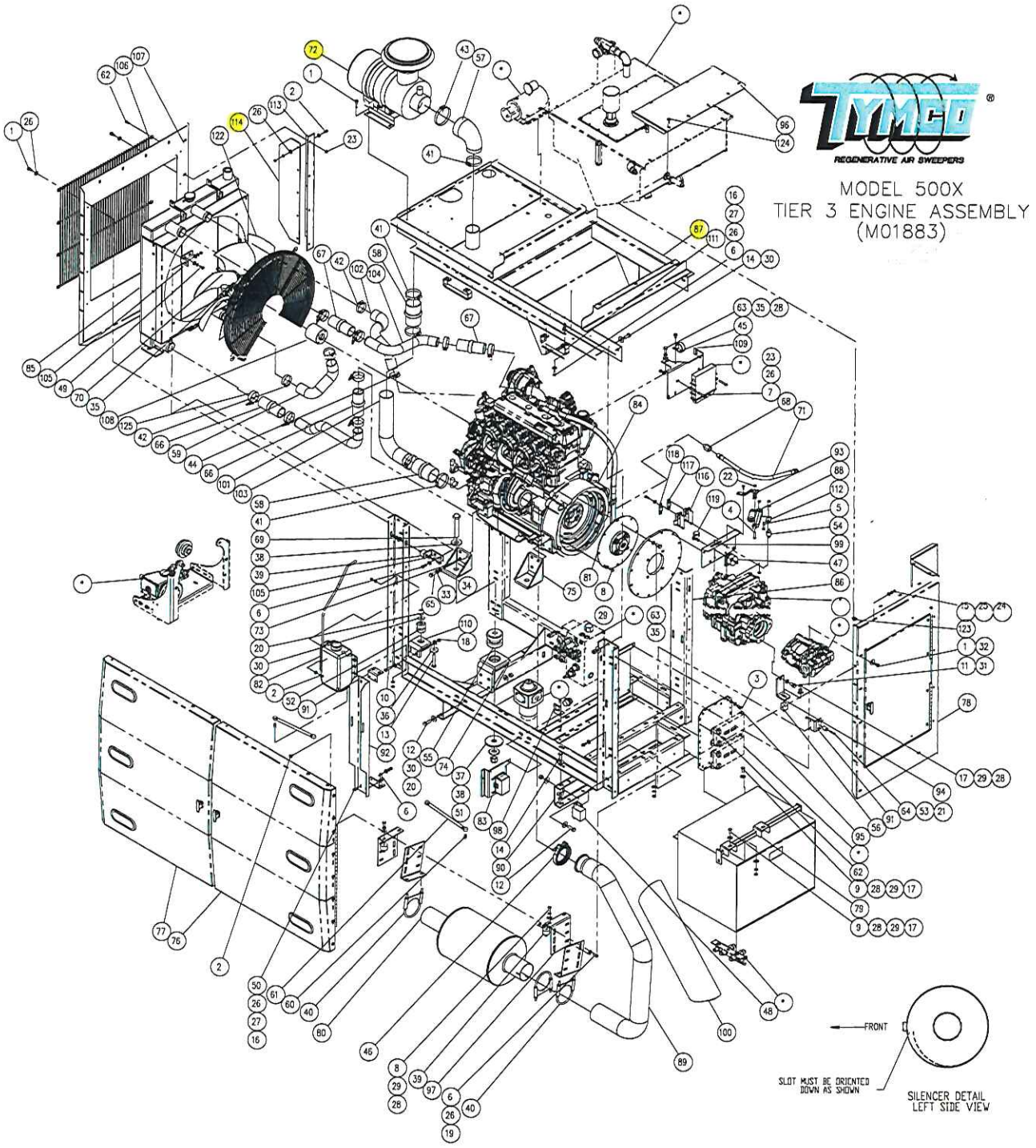

ULTRA LOW SULFUR
DIESEL FUEL ONLY

B

TYMCO MODEL 500X
BLOWER HOUSING ASSEMBLY PARTS LIST
DWG-M01610

ITEM	QTY	PART NO	DESCRIPTION
	1	506176	Blower Housing Assembly
1	1	506177	Blower Housing
2	1	506178	Blower Assembly
3	1	5019064	Seal, Suction
4	1	5012830	Wear Liner
5	4	5019065	Retainer Plate
6	10	20187	Bolt, 3/8-16 x 1-1/4 Elevator
7	26	10308	Lock Washer, 3/8
8	2	10312	Lock Washer, 1/2
9	8	10381	Lock Washer, 3/8 Plain Gr 8
10	10	10209	Nut, 3/8 UNC
11	26	10307	Flat Washer, 3/8
12	2	10311	Flat Washer, 1/2
13	2	10138	Bolt, 1/2-13 UNC x 1
14	16	10130	Bolt, 3/8-16 UNC x 1-1/2
15	4	10129	Bolt, 3/8-16 UNC x 1-1/4
16	4	10225	Lock Nut, 3/8 UNC
17	8	5013896	Heavy Washer, 7/16 ID
18	1	5017815	Blower Lip
19	8	40119	Screw Torx Head, 3/8-16 x 3/4
20	1	5010937	Seal


CAUTION
CAUTION
Burn hazard
Hot surface
Do NOT touch


TYMCO
REGENERATIVE AIR SWEEPERS
MODEL 500X
TIER 3 ENGINE ASSEMBLY
(M01883)
FRONT
SLOT MUST BE ORIENTED DOWN AS SHOWN
SILENCER DETAIL
LEFT SIDE VIEW

TYMCO MODEL 500X
TIER 3 ENGINE ASSEMBLY PARTS LIST
DWG-M01883

ITEM	QTY.	PART NO.	DESCRIPTION
	1	506698	Tier 3 Engine Assembly
1	33	10104	Self Tap - 5/16-18UNC x 3/4
2	27	10110	Bolt - 1/4-20 x 3/4 HHCS
3	4	10111	Bolt - 1/4-20 x 1 HHCS
4	1	10112	Bolt - 1/4-20 x 1-1/2 HHCS
5	1	10115	Bolt - 1/4-20 x 1-1/4 HHCS
6	15	10117	Bolt - 5/16-18 UNC x 1
7	2	10120	Bolt - 5/16-18 UNC x 2
8	14	10127	Bolt - 3/8-16UNC x 3/4
9	5	10128	Bolt - 3/8-18UNC x 1
10	4	10130	Bolt - 3/8-16 UNC x 1-1/2
11	1	10138	Bolt - 1/2-13UNC x 1
12	20	10139	Bolt - 1/2-13UNC x 1-1/2
13	2	10142	Bolt - 1/2-13UNC x 3
14	10	10167	Bolt - 1/2-13UNC x 1-1/4
15	28	10203	Nut - 1/4 UNC
16	19	10205	Nut - 5/16 UNC
17	13	10209	Nut - 3/8 UNC
18	4	10225	Lock Nut - 3/8 UNC
19	4	10229	Lock Nut - 5/16 UNC
20	32	10231	Lock Nut - 1/2 UNC
21	2	10241	Nut - #10-32 KEPT
22	5	10246	Lock Nut - 1/4 UNC
23	6	10272	Nut - 5/16-18 KEPT
24	48	10303	Flat Washer - 1/4
25	28	10304	Lock Washer - 1/4
26	62	10305	Flat Washer - 5/16
27	22	10306	Lock Washer - 5/16
28	33	10307	Flat Washer - 3/8
29	27	10308	Lock Washer - 3/8
30	61	10311	Flat Washer - 1/2
31	1	10312	Lock Washer - 1/2
32	10	10350	Fender Washer - 5/16 ID x 1-1/4 OD
33	14	10366	Lock Washer - 12mm
34	14	10367	Flat Washer - 12mm
35	17	10370	Lock Washer - 10mm
36	2	10378	Heavy Fender Washer - 1/2
37	4	10394	Rebound Washer
38	8	10395	Flat Washer - 7/8 Hard
39	6	10588	Sandwich Mount Isolator
40	3	11315	4" Muffler Clamp
41	5	11317	Hose Clamp - 2-3/4 x 3-5/8
42	3	11320	Hose Clamp - 1-1/2 x 2-3/8
43	1	11324	Hose Clamp - 3-1/2 x 4-3/8
44	1	11334	Hose Clamp - 1-1/4 x 2-1/8
45	1	11353	Clamp - 2" HD Coated
46	1	11360	V-Band Clamp - 3-1/2" Pipe
47	1	11991	Starter Relay
48	1	12074	Back-Up Alarm
49	3	20112	Bolt - 5/16-18UNC x 3/4

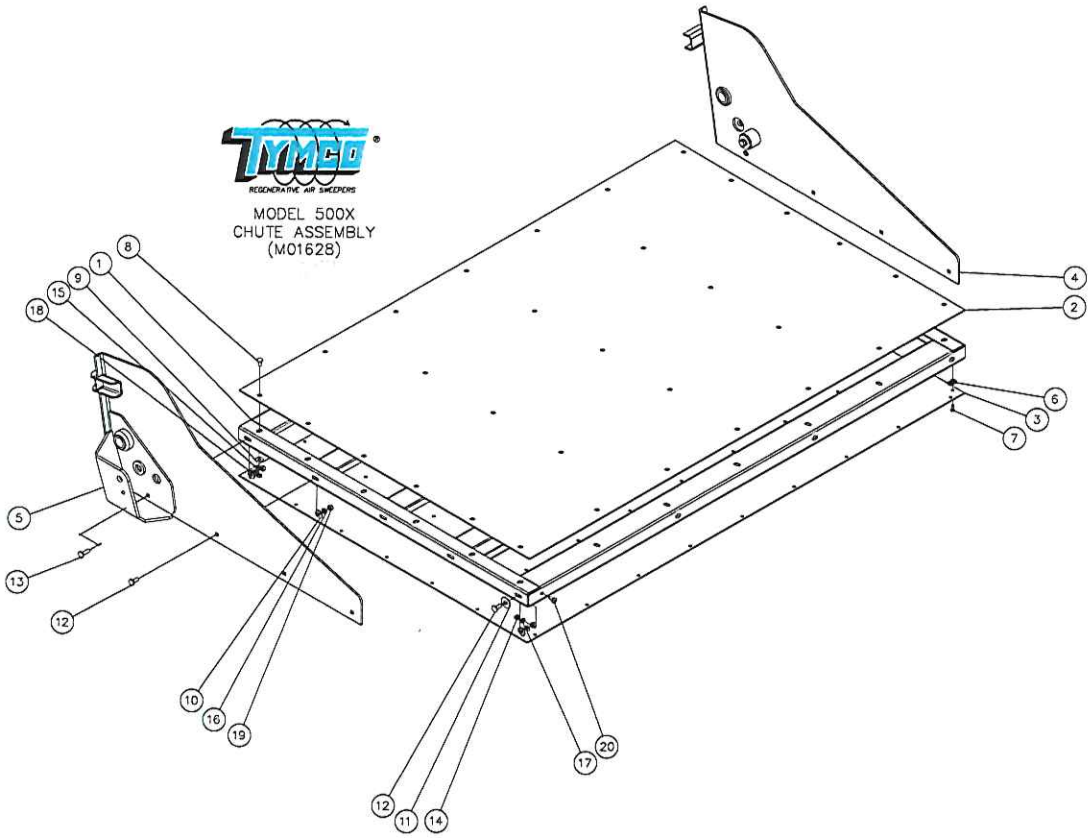
ITEM	QTY.	PART NO.	DESCRIPTION
50	4	20195	Truss Screw - 5/16-18 x 1
51	4	20230	Lock Nut - 7/8-14 UNF, GR 8 NE
52	2	20515	Isolator - Sandwich Mount
53	2	20547	Rubber Bumper
54	5	20577	Sandwich Flexbolt
55	4	20581	Isolator
56	1	20582	Sandwich Mount Isolator
57	1	20583	Rubber Elbow
58	2	20584	Hump Hose - 3"
59	1	5019772	Lower Radiator Hose
60	2	22324	Ball Stud 10mm
61	2	22325	Gas Spring
62	12	30104	Self Tap - 1/4-20UNC x 3/4
63	13	30135	Bolt - 10mm-1.5 x 25 Gr. 8
64	2	30147	Screw - #10-32 x 1-1/4
65	14	30168	Bolt - 12mm-1.75 x 30 Gr. 10.9
66	2	30501	2" Hump Hose - Red Silicon
67	2	30502	2" Hump Hose - Blue Silicon
68	1	30763	Fitting - 1/2 FPT x M18
69	4	40171	Bolt - 5/8-14UNF x 5 Gr. 8
70	4	40194	Bolt - 10mm x 1.25 x 110 Gr. 8.8
71	1	500378	Oil Drain Hose Assembly
72	1	506209	Air Cleaner Sub Assembly
73	2	506216	Front Engine Mount
74	4	506217	Bottom Engine Mount
75	2	506218	Rear Engine Mount
76	1	506220	Rear Door Assembly
77	1	506220	Rear Door Assembly
78	1	506221	Right Door Assembly
79	1	506223	Tool Box Assembly
80	1	506264	Cowl Silencer Weldment
81	1	506265	Flex Coupling
82	1	506315	Coolant Surge Tank Assembly
83	1	506427	Fuse Box Assembly
84	1	506663	4045 115 HP Tier 3
85	1	506664	Heat Exchanger
86	1	506669	Engine Frame
87	1	506677	Hydraulic Tank Frame
88	1	5014092	Linear Actuator
89	1	5018659	Exhaust Pipe
90	1	5019157	Bottom Channel
91	4	5019187	Bump Stop
92	1	5019188	Door Stop Channel
93	1	5019196	Control Arm
94	1	5019197	Tail Support Bracket
95	1	5019199	PLC Mount Panel
96	1	5019201	Cover
97	4	5019210	Tail Pipe Hanger
98	1	5019211	Diagnostic Plug Bracket
99	1	5019458	Pump Actuator Bracket
100	1	5019518	Exhaust Pipe Cover
101	1	5019545	Air Intake Tube
102	1	5019669	Return Hose - Radiator
103	1	5019703	CAC Intake Pipe
104	1	5019704	CAC Outlet Pipe

C

ITEM	QTY.	PART NO.	DESCRIPTION
105	4	5019705	Upper Radiator Support
106	1	5019706	Radiator Guard
107	1	5019707	Cowling
108	1	5019708	Fan Spacer
109	1	5019714	ECU Bracket
110	2	5019715	Lower Radiator Mount
111	2	8010560	Grab Handle
112	1	8010882	Mounting Tab
113	1	5019813	Cooler Baffle Bracket
114	1	5019812	Cooler Baffle Curtain
115	4	30126	Self Tap - 5/16-18UNC x 1/2
116	2	21755	Fuse Holder - High Amp
117	1	21756	Bolt Down Fuse - 100 Amp
118	1	21757	Bolt Down Fuse - 300 Amp
119	1	11362	Clamp - 1-1/8" Heavy Duty Dipped
120	-	-	-
121	-	-	-
122	1	506690	Fan - 24"
123	6	20250	U-Nut - M6 x 1.0
124	6	50119	Body Bolt - M6 - 1.0 x 28
125	8	11383	T-Bolt Clamp - 2.13 - 2.44 DIA
Not Shown	1	507003	Harness - Fuse Jumper
Not Shown	1	507004	Power Cable - 1 GA x 20"

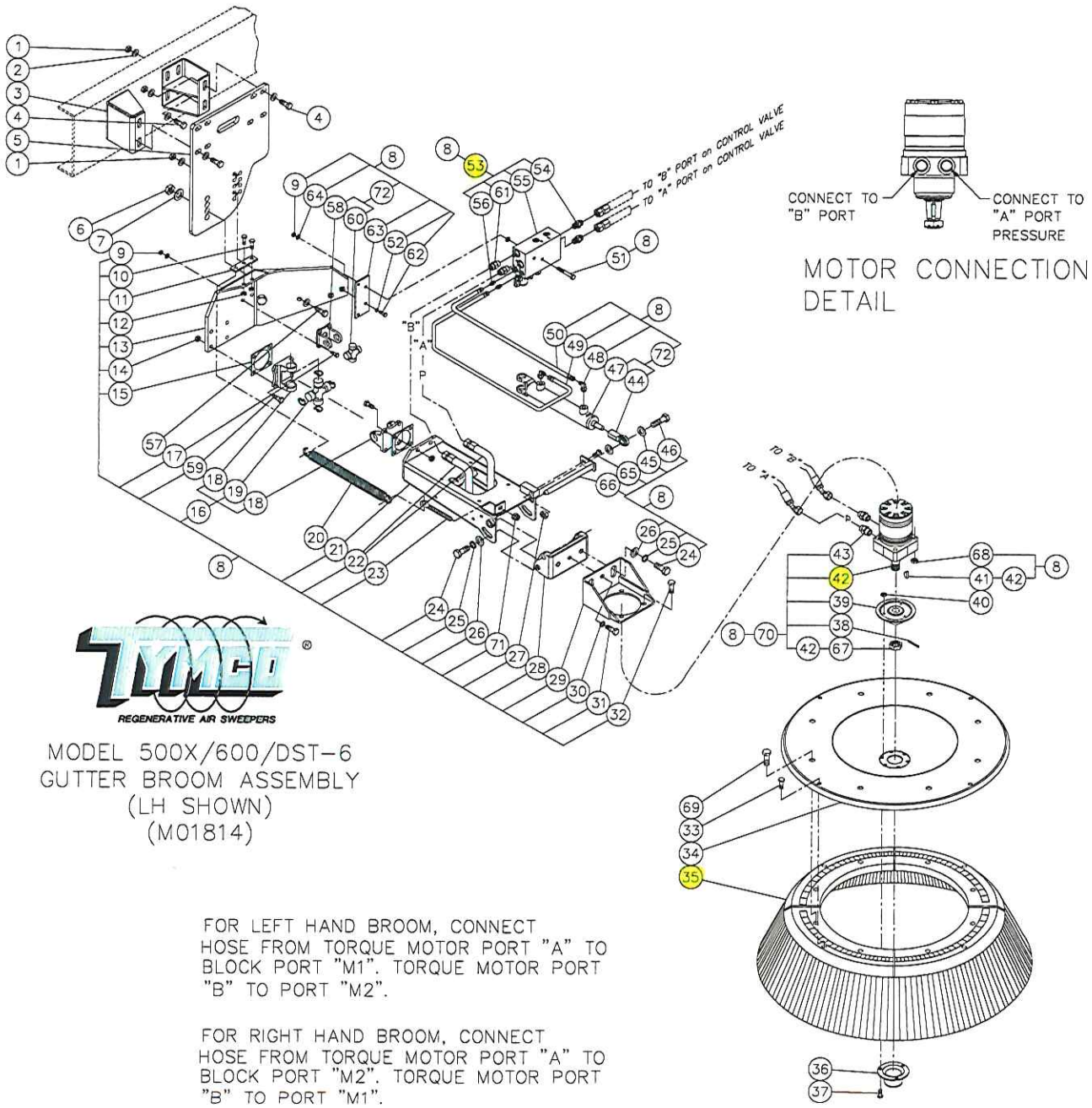
* Shown for Clarity


WACO, TEXAS
500x
AIR SWEEPER



TYMCO MODEL 500X
CHUTE ASSEMBLY
DWG-M01628

ITEM	QTY	PART NO	DESCRIPTION
	1	506137	Chute Assembly
1	1	506138	Chute Weldment
2	1	5018911	Floor
3	1	5018912	Outer Skin
4	1	506652	Side Plate Assembly - Front
5	1	506653	Side Plate Assembly - Back
6	53	20250	U-Nut - M6 x 1.0
7	53	50118	Bolt - M6 x 1.0 x 20 BHSCS Zinc
8	31	20156	Carriage Bolt - 5/16-18 UNC x 3/4 Stainless Steel
9	31	10336	Flat Washer - 5/16 Stainless Steel
10	10	10307	Lock Washer - 3/8
11	2	10311	Flat Washer - 1/2
12	8	10134	Carriage Bolt - 3/8-16 UNC x 1
13	2	20157	Carriage Bolt - 3/8-16 UNC x 1-1/4
14	4	10205	Nut - 5/16 UNC
15	31	10332	Lock Washer - 5/16 Stainless Steel
16	10	10308	Lock Washer - 3/8
17	4	10306	Lock Washer - 5/16
18	31	10248	Nut - 5/16 UNC Stainless Steel
19	10	10209	Nut - 3/8 UNC
20	4	30186	Truss Screw - 5/16-18 x 3/4
Not Shown	2	5019336	Seal - Weather Stripping



MOTOR CONNECTION DETAIL

TYMCO
REGENERATIVE AIR SWEEPERS

MODEL 500X/600/DST-6
GUTTER BROOM ASSEMBLY
(LH SHOWN)
(M01814)

FOR LEFT HAND BROOM, CONNECT HOSE FROM TORQUE MOTOR PORT "A" TO BLOCK PORT "M1". TORQUE MOTOR PORT "B" TO PORT "M2".

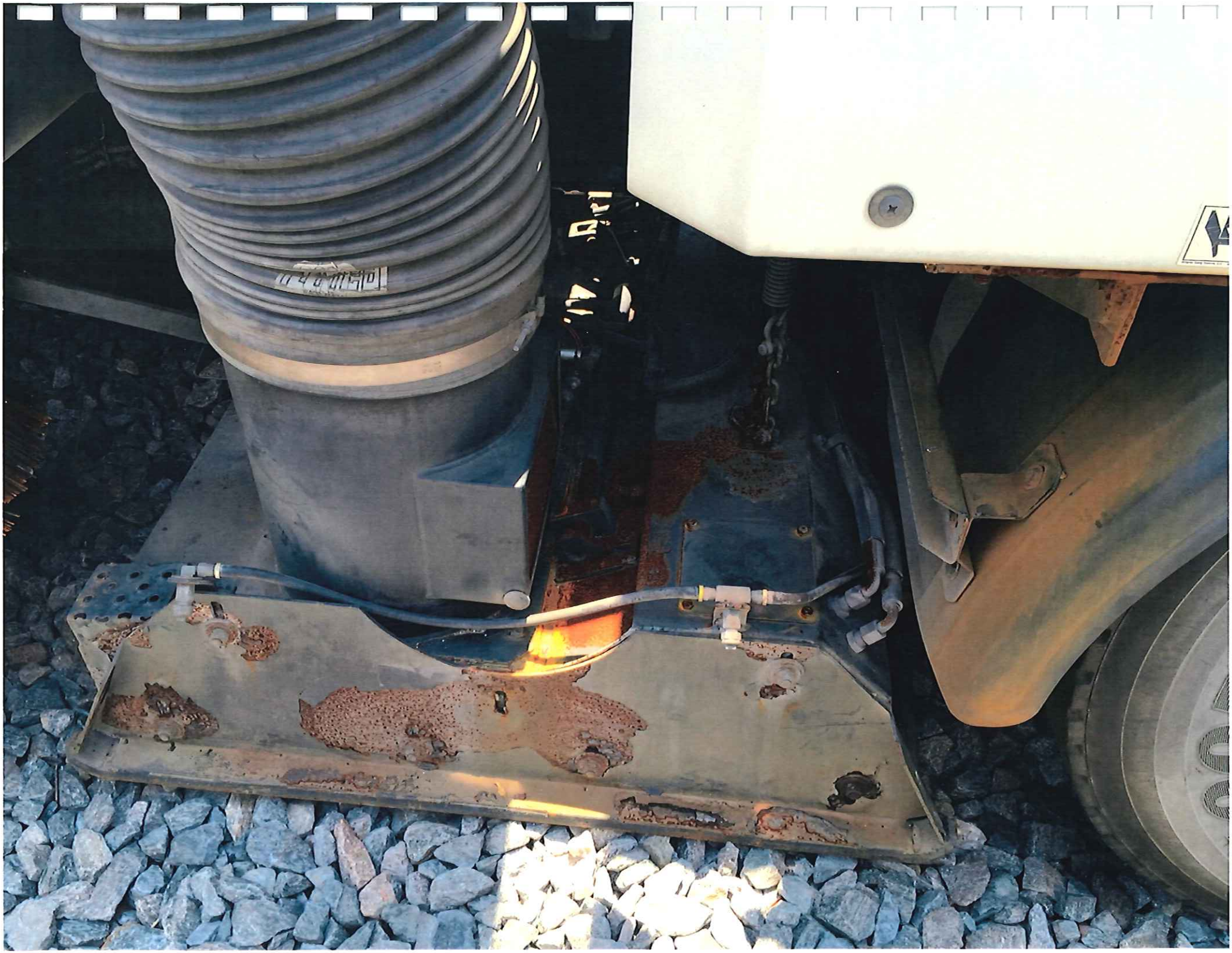
FOR RIGHT HAND BROOM, CONNECT HOSE FROM TORQUE MOTOR PORT "A" TO BLOCK PORT "M2". TORQUE MOTOR PORT "B" TO PORT "M1".

F

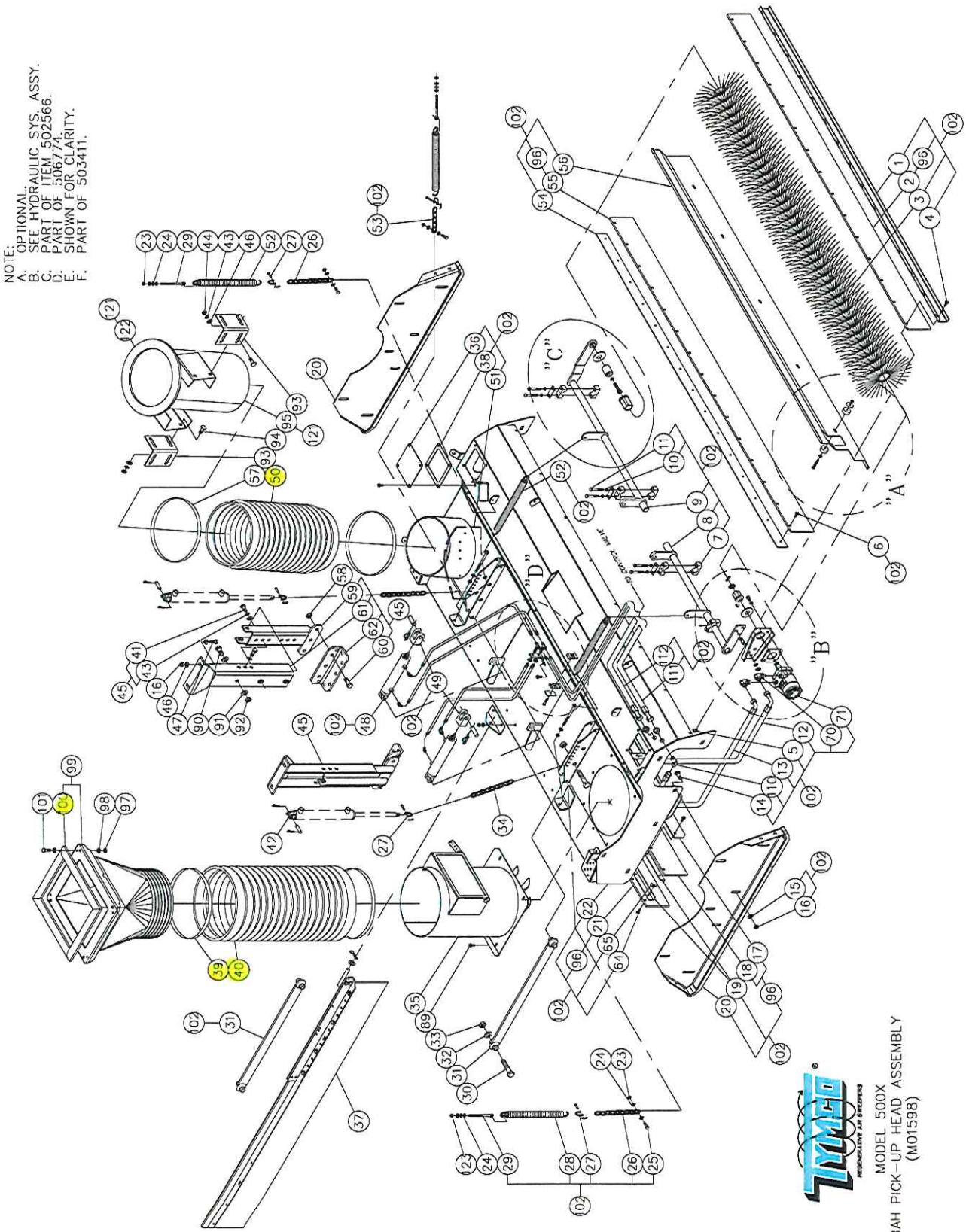
TYMCO MODEL 500X/600/DST-6
GUTTER BROOM ASSEMBLY
DWG-M01814

ITEM	QTY.	PART NO.	DESCRIPTION
	1	506552	Gutter Broom Assembly (LH)
	1	506553	Gutter Broom Assembly (RH)
1	9	10231	Nut - 1/2-13 Top Lock
2	18	10311	1/2" Flat Washer
3	2 (1-M2)	506684	Spacer Block
-	1	505405	Spacer Block (LH - M2 Only)
4	8	10139	Bolt - 1/2-13 x 1-1/2 HHCS
5	1	5019738	Extension Mounting Plate
6	1	10222	Nut - 3/4-16 Top Lock
7	1	10301	3/4" Flat Washer
8	1	506548	Gutter Broom Sub-Assembly (LH)
	1	506549	Gutter Broom Sub-Assembly (RH)
9	6	10229	Nut - 5/16-18 Top Lock
10	2	10128	Bolt - 3/8-16 x 1 HHCS
11	1	5013707	Spring Bracket
12	2	10225	Nut - 3/8-16 Top Lock
13	1	503433	Gutter Broom Shoulder Plate Weldment (LH)
	1	503432	Gutter Broom Shoulder Plate Weldment (RH)
14	8	10228	Nut - 7/16-14 Top Lock
15	2	5014713	Shim - Universal Joint
16	1	505793	Universal Joint Assembly
17	4	10118	Bolt - 5/16-18 x 1-1/4 HHCS
18	1	5010952	Yoke - Boom
19	1	5010229	Boom - Journal & Bearing Kit
20	1	5010960	Spring - Vertical Digger
	1	5010232	Spring - Poly Vertical Digger
21	1	507060	Arm Weldment (LH)
	1	507058	Arm Weldment (RH)
22	2	506497	Hose Assembly - 1/2 x 41" Hydraulic
23	1	10165	Bolt - 1/2-13 x 6 Eye
24	4	10147	Bolt - 5/8-11 x 1-1/2 HHCS
25	4	10314	5/8" Lock Washer
26	4	10313	5/8" Flat Washer
27	6	10227	Nut - 5/8-11 Top Lock
28	1	506529	Wrist
29	1	501695	Hand
30	1	10312	1/2" Lock Washer
31	1	10138	Bolt - 1/2-13 x 1 HHCS
32	4	10101	Bolt - 1/2-13 x 2-1/2 HHCS
33	4	10135	Bolt - 7/16-14 NC x 1 HHCS
34	1	5019485	Disc
35	1	500392	Wire Vertical Digger Segment Assy - Set of 4
	1	500393	Poly Vertical Digger Segment Assy - Set of 4
36	1	5012504	Nut Cover
37	3	10130	Bolt - 3/8-16 x 1-1/2 HHCS
38	1	10402	1/8" Cotter Pin
39	1	5012584	Drive Hub
40	3	10225	Nut - 3/8-16 Top Lock
41	1	5013729	Key - Motor
42	1	501767	Torque Motor

ITEM	QTY.	PART NO.	DESCRIPTION
43	2	40785	Fitting - 5/8 Boss x 1/2 Orfs Straight
44	2	5010230	Rod End
45	2	5011735	Machine Washer - 1-1/4
46	1	10197	Bolt - 5/8-11 x 3 HHCS
47	1	503360	Cylinder
48	2	20782	Fitting - 1/4 JIC x 1/4 Boss 90°
49	1	503455	Hose Assembly - 1/4 x 27" Hydraulic
50	1	500191	Hose Assembly - 1/4 x 18" Hydraulic
51	2	30144	Bolt - 5/16-18 x 2-3/4 HHCS
52	2	10306	5/16" Lock Washer
53	1	506547	Gutter Broom Manifold Assembly
54	2	10786	Fitting - 1/2 Boss x 1/2 JIC Straight
55	1	506520	Manifold w/DDB Option
56	2	20751	Fitting - 1/4 Boss x 1/4 JIC Straight
57	1	10140	Bolt - 1/2-13 x 1-3/4 HHCS
58	1	5010196	Flange - Yoke
59	8	10136	Bolt - 7/16-14 x 1-1/2 HHCS
60	1	5010228	Cylinder - Journal & Bearing Kit
61	2	40786	Fitting - 1/2 Boss x 1/2 Orfs Straight
62	2	10117	Bolt - 5/16-18 x 1 HHCS
63	1	5019501	Sequence Valve Mount
64	8	10305	5/16" Flat Washer
65	1	30128	Bolt - 3/8-16 x 3/4 HWH Type 1
66	1	506534	Pin - Wrist
67	1	5011662	Nut - Motor
68	4	10231	Nut - 1/2-13 Top Lock
69	8	10147	Bolt - 5/8-11 x 1-1/2 HHCS
70	1	505744	Torque Motor Sub-assembly
71	1	20245	Nut - 1/2-13 NC Flexloc
72	1	507222	Hydraulic Cylinder Subassembly



G


NOTE:
A. OPTIONAL.
B. SEE HYDRAULIC SYS. ASSY.
C. PART OF ITEM 502566.
D. PART OF 506774.
E. SHOWN FOR CLARITY.
F. PART OF 503411.
"A"
"B"
"C"
"D"
MODEL 500X
BAH PICK-UP HEAD ASSEMBLY
(M01598)

G

TYMCO MODEL 500X
BAH PICK-UP HEAD ASSEMBLY PARTS LIST
DWG-M01598 & M01598B

ITEM	QTY	PART NO	DESCRIPTION
	1	506157	BAH Pick-Up Head Assembly
1	1	5014631	Rear Curtain Clamp
2*	1	5010819	Rear Curtain
3	1	502566	Heavy Duty Red Broom w/Hub
-	-	502565	Black Broom (Optional) w/Hub
3A	1	5015031	Bronze Bearing Hub (Hub Only)
4	8	30120	Bolt - 5/16-18 x 1-1/4 HWH
5	8	10283	Nut - 5/16-18 U Lock
6	59	10104	Bolt - 5/16-18 x 3/4 Taptite
7	4	5014638	(BAH) Pillow Block
8	1	502584	(LH) Pivot Shaft Weldment
9	1	502538	(RH) Pivot Shaft Weldment
10	8	10308	3/8" Lock Washer
11	8	10172	Bolt - 3/8 NC x 3
12	1	504214	1/2 Hydraulic Hose
13	1	504215	1/2 Hydraulic Hose
14	12	10146	Bolt - 1/2 NC Carriage Head X 1-1/4
15	28	10311	1/2" Flat Washer
16	12	10231	1/2" Lock Nut
17	1	8010809	Curtain Stiffener
18*	1	5010818	Front Curtain (THICK)
19	2	5010666	Curtain Clamp
20	2	502570	BAH Skid Plate Assembly
21*	1	5010817	Front Curtain (THIN)
22	1	505925	BAH Pick-Up Head Weldment
23	7	10225	3/8" Lock Nut
24	34	10307	3/8" Flat Washer
25	7	10128	Bolt - 3/8 NC x 1 1/4
26	4	5010841	10 Links 1/4" Chain
27	7	12154	Clevis
28**	1	5010232	Heavy Duty Spring
29	7	10163	Eyebolt - 3/8 x 5
30	4	10171	Bolt - 3/4 NC x 3-1/2
31	2	506683	Drag Link - Straight
32	2	10301	3/4" Flat Washer
33	4	10233	3/4" Lock Nut
34	2	5012826	Lift Chain
35	1	506158	Pressure Inlet Assembly
36	1	5016659	Service Access Cover
37	1	502915	Center Debris Deflector
38	2	5016714	Gasket
39	2	5011922	Heavy Duty Hose Clamp - 14"
40	1	5011671	Heavy Duty Pressure Hose - 14" ID
41	4	10167	Bolt - 1/2-13 x 1-1/4 HHCS
42	(Shown for Clarity)	505876	Cylinder - Pick-Up Head Lift
43	8	10312	Lock Washer - 1/2"
44	8	10201	Nut - 1/2-13 Hex
45	2	506203	Upstop Assembly
46	16	10311	1/2" Flat Washer
47	4	10141	Bolt - 1/2-13 x 2 HHCS

ITEM	QTY	PART NO	DESCRIPTION
48	2	503313	BAH Broom Cylinder
49	2	12362	Cylinder Clevis
50	1	5017410	Suction Hose
51*	1	5012262	Suction Baffle Curtain
52	6	5010839	Light Duty Spring (Standard)
53	1	5012824	4 Links 1/4" Chain
54	1	5014609	Blast Orifice Curtain Clamp
55*	1	5014610	Blast Orifice Curtain
56	1	5017399	BAH Adjustable Blast Orifice
57	2	11340	Heavy Duty Hose Clamp
58	4	10237	Nut - 5/8 NF Top Lock
59	2	506205	Upstop Arm Weldment
60	4	10149	Bolt - 5/8-18 x 1-1/2 HHCS
61	2	506204	Upstop Sleeve Weldment
62	2	5015185	Upstop Foot
63	4	5015326	Strap - Pillow Block
64	29	20165	Screw
65	30	10224	Speed Nut
66	1	5014618	Arm Cover Gasket (LS)
67	1	5014616	Arm Cover Plate (LS)
68	1	502580	Motor Mount Weldment
69	3	10138	Bolt - 1/2 NC x 1
70	(Shown for Clarity)	20799	Fitting - 90° Boss to JIC
71	(Shown for Clarity)	505829	8 CID Torque Motor
72	1	5014623	Poly Washer - Motor End
73	4	10134	Bolt - 3/8 NC x 1
74	1	22099	Woodruff Key
75	1	5014611	Motor Hub
76	1	20224	Nut - Motor
77	1	10402	Cotter Key
78	10	10589	Rubber Hinge Piece
79	5	30106	Bolt - 5/16-18 x 2 HHCS Tap
80	10	10229	Nut - 5/16 Lock
81	10	10347	Fender Washer
82	1	5014617	Arm Cover Plate (RS)
83	1	5014619	Arm Cover Plate (RS)
84	1	5015188	Control Arm Wear Washer (Stainless)
85	1	5014650	Spindle
86	1	10310	7/16" Lock Washer
87	1	20183	Bolt - 7/16-14 NC x 1-3/4 Socket Head
88	1	5018502	Shim - BAH T-Motor
89	6	40167	Body Bolt - 5/16-18 x 1
90	2	10164	Bolt - 5/8-11 x 2 HHCS
91	4	10313	Flat Washer - 5/8
92	2	10227	Nut - 5/8-11 Top Lock
93	2	5019214	Mount Angle - Suction Transition Adapter
94	8	10146	Bolt - 1/2-13 x 1-1/4 CHCS
95	1	506226	Suction Transition Adapter Weldment
96	1	502609	Curtain Set
97	4	10229	Nut - 5/16-18 x Top Lock
98	8	10305	Flat Washer - 5/16
99	1	502116	Urethane Transition Assembly w/Seal
100	-	500360	Seal - Transition
101	4	10120	Bolt - 5/16-18 x 2 HHCS
102	1	506774	500X Pickup Head Subassembly

APR/2010

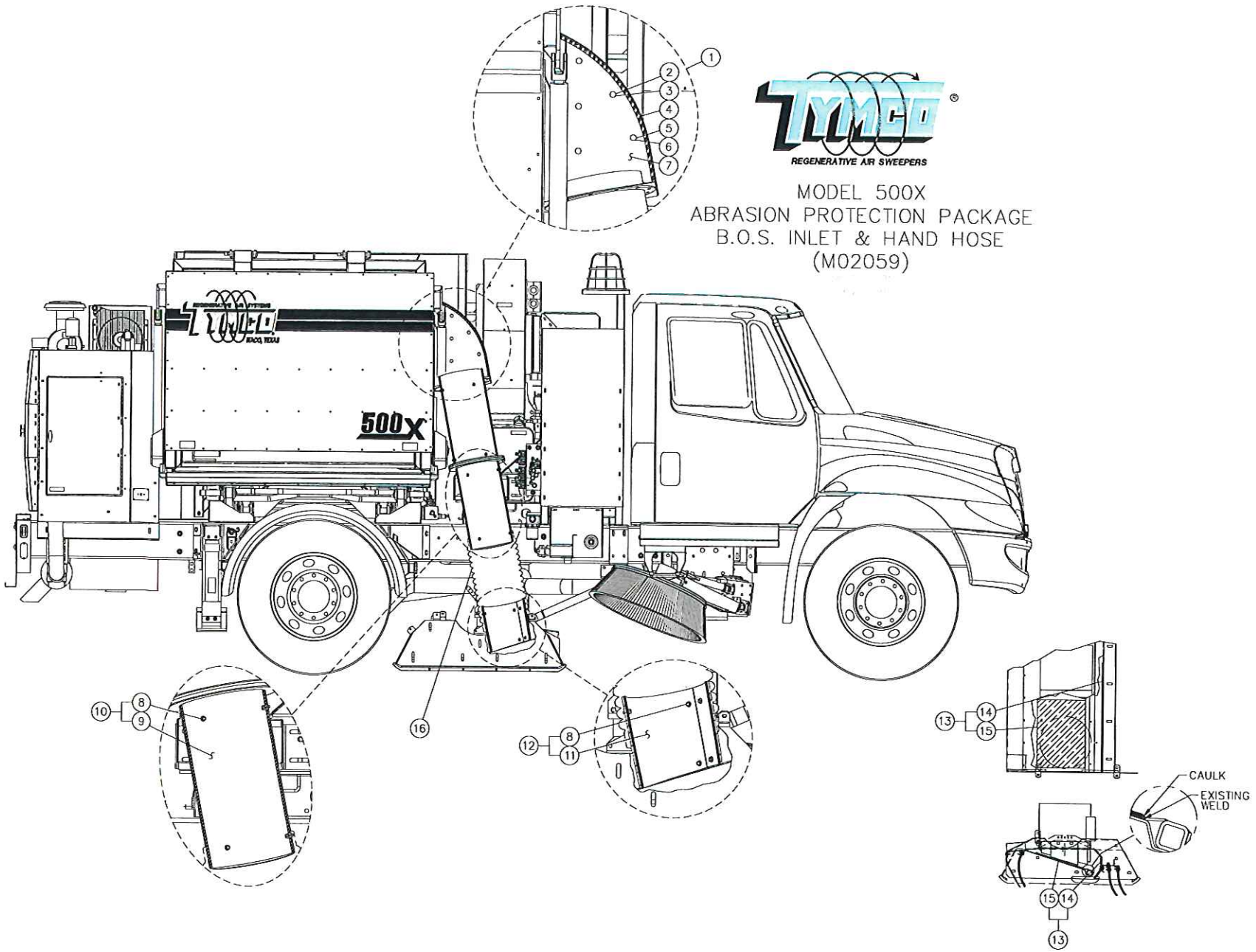
1 OF 2

500XOPT22A

OPT 22

TYMCO®
REGENERATIVE AIR SWEEPERS

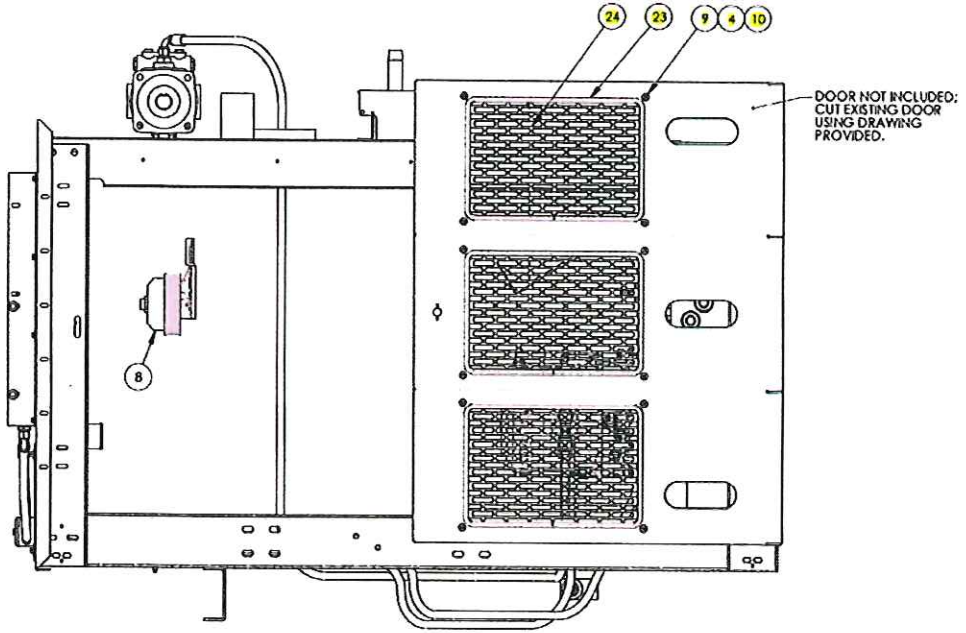
MODEL 500X
ABRASION PROTECTION PACKAGE
B.O.S. INLET & HAND HOSE
(M02059)



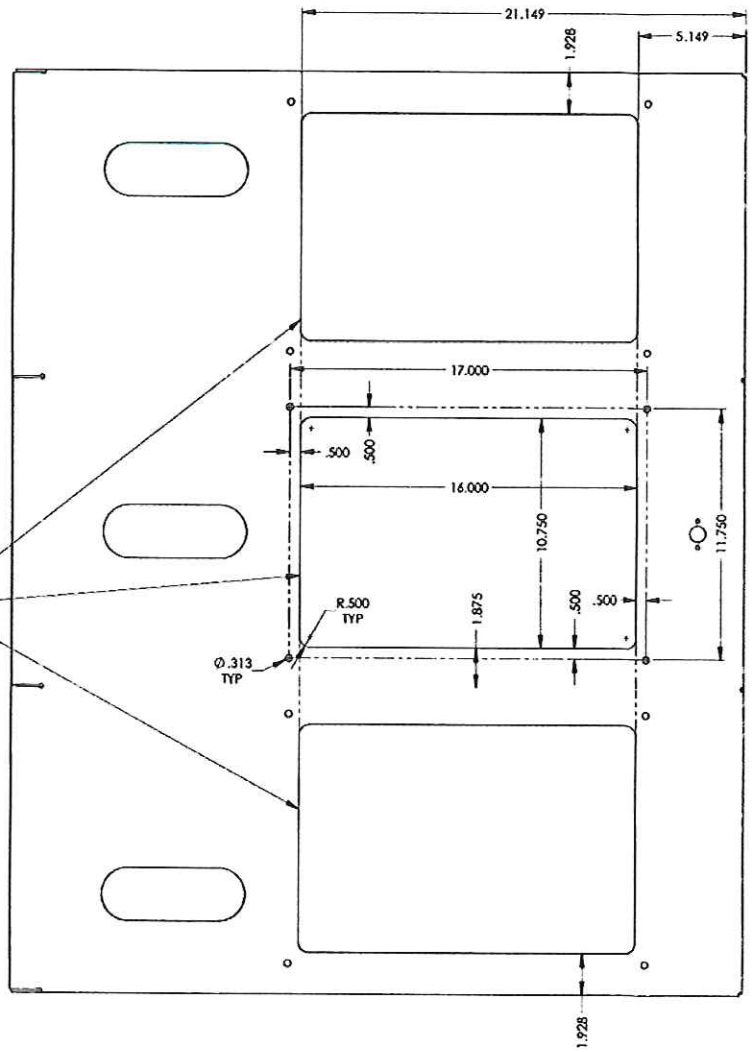
OPT 22

MODEL 500X
ABRASION PROTECTION PACKAGE
DWG-M02035

ITEM	QTY	PART NO	DESCRIPTION
	1	507184	Abrasion Protection Package Without Hand Hose
	-	507199	Abrasion Protection Package With Hand Hose
1	1	507183	Heavy Duty Suction Liner Assembly Bolt-On Inlet
2	15	40113	Bolt - 3/8-16 x 1 1/4 Elevator SS
3	15	10249	Nut - 3/8-16 Hex SS
4	1	5020194	Suction Liner
5	15	10333	3/8 - Lock Washer SS
6	15	10337	3/8 - Flat Washer SS
7	1	5020193	Suction Side Liner
8	16	10104	Bolt - 5/16-18 x 3/4 Taptite
9	1	5020049	Liner - Suction Transition
10	1	507083	Suction Transition Liner Assembly
11	1	5020047	Liner - Suction Nozzle
12	1	507081	Suction Nozzle Liner Assembly
13	1	502984	Pressure Chamber Wear Kit
14	1	5015150	Wear Strip
15	1	5015151	Wear Pad
16	1	506915	12" HD Suction Hose, Red Label
17	1	507129	Suction Tube Liner Assembly (507184 Only)
18	1	5020133	Liner - Suction Tube (507184 Only)
Not Shown		12771	Caulk
Not Shown		12415	Seal Adhesive

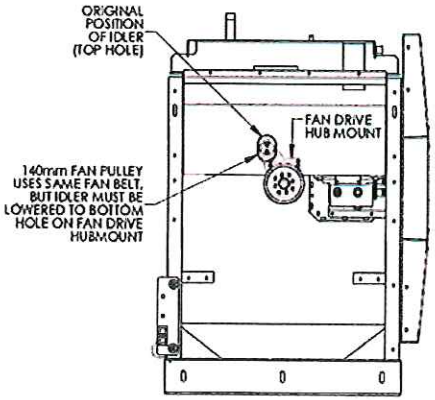


RIGHT REAR DOOR CUTOUT DRAWING



CUT OUT HOLES, INSTALL EDGE TRIM, AND BOLT LOUVER PANLES TO DOOR USING 1/4" HARDWARE.

FAN PULLEY REPLACMENT



ITEM NO.	P/N	DESCRIPTION	QTY
1	10104	SELF TAP, .3125-18UNC X 0.75	1
2	10121	BOLT, .3125-18UNC X 2.5	1
3	10205	NUT, .3125 UNC	1
4	10303	FLAT WASHER, .25	16
5	10305	FLAT WASHER, .3125	1
6	10306	LOCK WASHER, .3125	1
7	11353	CLAMP- 2.00" HD COATED	1
8	13191	FAN PULLEY 140MM	1
9	20193	SCREW-1/4-20 X 3/4 PHIL TRUSS	12
10	20234	LOCK NUT- 250 UNC NYLON	12
11	20692	HEX BUSHING RED, 1X1/4 BLK	1
12	20741	FIGS - 1/2" ORB X 1/2" JIC 90°	2
13	20746	PLUG, O-RING BOSS, HEX HEAD -8	1
14	21744	TEMPERATURE TRANSDUCER	1
15	22145	HOSE CLAMP- .50" HOSE	1
16	40795	FIGS- 1/4 BSPP X 1/4 MPT	1
17	504703	HOSE ASSY - 1/2" X 108" HYD	1
18	504703	HOSE ASSY - 1/2" X 108" HYD	1
19	505988	HOSE ASSY - 1/2" X 234" HYD	1
20	507467	HARNESS-OIL TEMP TRANSDUCER RETRO	1
21	507473	OIL COOLER GUARD ASSY	1
22	5020466	BRACKET, HOSE CLAMP	1
23	5021325	EDGE TRIM, RH DOOR LOUVERS	3
24	5021326	LOUVER PANEL	3

TYMCO, INC.
HYDRAULIC SYSTEM
PERFORMANCE PKG TIER 2
507463 C
SHEET 3 of 3

TYMCO®
REGENERATIVE AIR SWEEPERS

May 18, 2016

TO WHOM IT MAY CONCERN

Reference: Authorized Dealer

To Whom It May Concern:

Please be advised that Container Systems & Equipment Co., Inc. located in Daytona Beach is the only authorized dealer for sales, repair parts, labor and related items for TYMCO REGENERATIVE AIR SWEEPERS in your area in the State of Florida. Use of OEM parts is recommended to maintain the equipment up to the manufacturer's standards.

If you have any questions concerning this matter, please feel free to call.

Sincerely,

TYMCO, INC.

Bobby L. Johnson

Bobby L. Johnson
Vice President of Marketing

TYMCO • P.O. Box 2368 • Waco, Texas 76703-2368 • Shipping Address: 225 Industrial East • Waco, TX 76705
Phone: 254-799-5546 • Fax: 254-799-2722 • Web Site: www.tymco.com • E-Mail Address: info@tymco.com

RESOLUTION NO. 2016-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW/SW | DATE PREPARED: 07/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 71,834)	423-3570-538.63-00	PW08DX	INFRASTRUCTURE	$ 1,557,400	$ 1,487,400	$ 1,415,566	$ 985,174
$ 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
($ 71,834)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 71,834	423-3570-538.46-03		REPAIR & MAINTENANCE - VEHICLES	$ 24,135	$ 24,135	$ 95,969	$ 74,282
$ 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
$ 71,834	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget transfer is needed to completely re-furbish the 2009 Tymco Street Sweeper. Work will include new hydraulics, blowers, hoses, electrical work as needed, sandblasting and paint. Agenda 16-314.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/26/16 *RESOLUTION #:* 2016-78

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

7/15/16	Tony Jones (Digitally signed by Tony Jones)	7/15/16	Lea Taylor (Digitally signed by Lea Taylor, Date: 2016.07.15 14:25:16 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/15/16	Everett J. Wegerif	7/15/16	Lora Howell (Digitally signed by Lora Howell Date: 2016.07.19 14:28:04 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-315	**Version:**	1	**Name:**	Peachtree St. Change Order
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve a Resolution adopting a final reconciliation of total contract amount and contingency set-aside for the Peachtree Street Project; authorize the City Manager to approve funding for the final change order to Purchase Order #67188 with DP Development of the Treasure Coast, Pompano Beach, FL for the completion of the Peachtree Complete Street Project PW08PT consistent with the final reconciliation resolution; approve a resolution amending the FY2016 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Standard Resolution for budget.pdf BAF-SW-Peachtree Proj Txfr (7-26-16) Agenda 16-315.pdf Peachtree Street budget report 7-13-16.pdf Peachtree Street project financial report.pdf 2016-81 Peachtree Street Change Order				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
To approve a resolution adopting a final reconciliation of total contract amount and contingency set-aside for the Peachtree Street Project; authorize the City Manager to approve funding for the final change order to Purchase Order #67188 with DP Development of the Treasure Coast, Pompano Beach, FL for the completion of the Peachtree Complete Street Project PW08PT consistent with the final reconciliation resolution; approve a resolution amending the FY2016 budget.

BACKGROUND:

The Peachtree Street Project is in the final completion and contract close-out phase and final invoices are being evaluated. It is apparent that the final project costs will exceed the amount previously approved on Purchase Order #67188 to complete the project.

At the December 8, 2015 Council Meeting, project funding, including contingency totaling $118,000 was approved and added to the budget for FY2016. Due to cost overruns caused by under-estimation of quantity items in the bid documents and change orders for additional required work, the

final amount needed to complete the project will exceed the change order allowance previously approved at the December Council Meeting. Therefore, additional funding is necessary to complete the project.

This project included construction of over $450,000 in new stormwater infrastructure. No funds from the Stormwater Utility were originally directed to this project. Staff therefore requests $110,000 to be allocated from the Stormwater Division (423-3570-538-63-00) and Project # PW08DX (Dixon Blvd.) to the Peachtree Street project. A project transfer is included with the agenda. In addition, staff intends to utilize the $118,000 previously set aside for contingency in the change order. This will complete the Peachtree Complete Street Project and provide additional funds to construct irrigation on the roadway.

Due to the budget adjustments and final completion of the Project, City staff is recommending that the City Council adopt a resolution setting forth a final reconciliation of total contract amount and contingency set-aside for purposes of final completion and close-out for the Project by the City Manager.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

From	
Amount Requested	($110,000)
Account Number	423-3570-538-63-00
Project Number	PW08DX
Account Name	Stormwater -Infrastructure

To	
Amount Requested	$110,000
Account Number	423-3570-538-63-00
Project Number	PW08PT
Account Name	Stormwater -Infrastructure

If a P.O. Change Order is involved please complete the following:

Change Order Amount	$ 228,000_
Original Purchase Order	67188_
Original P.O. Amount	_$ 900,000

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 5
Total amount in change orders to date $395,572.80

PREVIOUS ACTION:

On December 8, 2015, Council approved Change Order #1 to add $414,475.59 to the original P.O. 67188 of $900,000 to complete the Peachtree St. Project PW08PT and set aside $118,000 for contingency.

RECOMMENDED MOTION:

City Staff is recommending one motion by the City Council to approve: (1) a resolution adopting a final reconciliation of total contract amount and contingency set-aside for the Peachtree Street Project; (2) authorizing the City Manager to approve funding for the final change order to Purchase Order #67188 with DP Development of the Treasure Coast, Pompano Beach, FL for the completion of the Peachtree Complete Street Project PW08PT consistent with the final reconciliation resolution; and (3) approve a resolution amending the FY2016 budget

RESOLUTION NO. 2016-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4573860&GUID=B858F592-31C7-44CA-9B77-1BE9A2D4AE67*
is a secure document that has been embedded in this document. Double click the pushpin to view.



Peachtree Street

Expenditures FY15-16	Peachtree Street	PW08PT	Amount	
65960	6/29/2015	DP Development	18,000.00	**Pay App #1**
65960	8/31/2015	DP Development	114,347.65	**Pay App #2**
65960	9/30/2015	DP Development	106,870.73	**Pay App #3**
		FY15 Totals	**239,218.38**	
67188	10/30/2015	DP Development	78,053.65	**Pay App #4**
67188	11/30/2015	DP Development	183,919.73	**Pay App #5**
67188	12/30/2015	DP Development	117,582.66	**Pay App #6**
67188	1/30/2016	DP Development	147,644.80	**Pay App #7**
67188	2/28/2016	DP Development	177,515.51	**Pay App #8**
67188	3/30/2016	DP Development	235,221.00	**Pay App #9**
67188	4/30/2016	DP Development	124,998.44	**Pay App #10**
67188	5/30/2016	DP Development	179,613.80	**Pay App #11**
67188	6/30/2016	DP Development	73,217.72	**Pay App #12**
67188	7/15/2016	DP Development	172,998.42	**Retainage**
		FY16 Totals	**1,490,765.73**	

65818	5/10/2015	Myra Planning	2,240.00	**Invoice #176**
65818	7/12/2015	Myra Planning	17,851.83	**Invoice #177**
65818	7/31/2015	Myra Planning	7,555.35	**Invoice #178**
65818	9/30/2015	Myra Planning	18,290.43	**Invoice #180**
		FY15 Totals	**45,937.61**	
67499	12/31/2015	Myra Planning	12,704.56	**Invoice #183**
67499	3/1/2016	Myra Planning	10,341.91	**Invoice #185R1**
67499	3/31/2016	Myra Planning	12,557.24	**Invoice #188**
67499	4/30/2016	Myra Planning	15,567.33	**Invoice #189R**
67499	6/3/2016	Myra Planning	18,029.61	**Invoice #190**
		FY16 Totals	**69,200.65**	

Total Expenditures FY15	**285,155.99**	
Total Expenditures FY16	**1,559,966.38**	

P.O. 67188	$900,000.00	Original P.O.	P.O. 67499	$121,541.98	
P.O. 67188	$414,475.89	C/O1		$69,200.65	Expenses
P.O. 67188	($93,395.18)	C/O2		$52,341.33	Total remai
P.O. 67188	$39,581.21	C/O3			still 1 invoic
P.O. 67188	($20,567.58)	C/O4			
P.O. 67188	$55,478.46	C/O5			
	$1,295,572.80				
Total expended	1,490,765.73				
	195,192.93	Amount short			
	$118,000.00	Contingency in project add to P/O			
	$77,192.93	Total needed from 423-3570 to complete Peachtree			
	$32,807	Needed to do irrigation on Peachtree St.			
	$109,999.93	Add $110,000 to line item with this account 423-3570-538-63-00			

ining
ce to pay

PEACHTREE ST. IMPROVE'S PHASE II
PW08PT
From Central Mainland TIFT Fund
CIP# CP-PW-13-CS

PROJECT ESTIMATE $542,461.76 **PLUS INTEREST EARNED**

NOTE: Per "Project Descriptions", anything left from the other three projects will be reallocated to PW08PT **(plus interest earned)**.

FDOT LAP Grant $ 1,387,500

DATE	REFERENCE	TRANSACTION DESCRIPTION	BUDGET	ENCUMBRANCES	EXPENSES	BALANCE	FISCAL YEAR
10/1/2012		ORIGINAL BUDGET 001-3510-541-63-00	542,462.00				2013
4/22/2013	PO 61462	MYRA PLANNING & DESIGN - design, roadway analysis		2,061.48			2013
4/24/2013	CK 227820	PO 61462 001-3510-541-63-00		(2,061.48)	2,061.48		
12/13/2013	R# 2013-137	TRANS IMPACT FEE (FY 14 BUDGET) 001-3510-541-31-00 from 389-99-11	162,281.00				2014
12/19/2013	PO 63060	MYRA PLANNING & DESIGN		(23,970.44)			
12/19/2013	PO 63060	MYRA PLANNING & DESIGN 001-3510-541-31-00		162,280.04			
3/15/2014	CK 231585	MYRA PLANNING & DESIGN		(20,674.76)	20,674.76		
4/18/2014	CK 231863	MYRA PLANNING & DESIGN		(19,882.50)	19,882.50		
5/31/2014	CK 232456	MYRA PLANNING & DESIGN		(35,354.91)	35,354.91		
6/30/2014	CK 232792	MYRA PLANNING & DESIGN		(3,496.00)	3,496.00		
7/29/2014	R#2014-082	PEACHTREE ENG. SVCS 001-3510-541-31-00 from 63-00	37,200.00				
9/3/2014	PO 64257	MYRA PLANNING & DESIGN		37,200.00			
9/15/2014	PO 63060	MYRA PLANNING & DESIGN		(36,413.23)	36,413.23		
9/15/2014	PO 64257	MYRA PLANNING & DESIGN		(20,960.00)	20,960.00		
9/30/2014	CK 234075	MYRA PLANNING & DESIGN		(22,488.20)	22,488.20		
9/30/2014	PO 64257	MYRA PLANNING & DESIGN		0.00			
9/30/2014	PO 64257	MYRA PLANNING & DESIGN		(7,730.00)	7,730.00		
9/30/2014	PO 64257	LIQUIDATION		(8,510.00)			
10/1/2014		FY15 BUDGET -	1,818,802.00				2015
10/31/2014	CK 234471	MYRA PLANNING & DESIGN		(2,095.79)	2,095.79		
11/15/2014	CK 234688	MYRA PLANNING & DESIGN		(2,571.83)	2,571.83		
11/15/2014	CK 234471	MYRA PLANNING & DESIGN		(2,571.83)	2,571.83		
11/24/2014	GR 701	PEACHTREE PHASE 2 PROJECT to 31-00	2,000.00				
11/24/2014	GR 701	PEACHTREE PHASE 2 PROJECT from 63-00	(2,000.00)				
11/25/2014	PO 65039	MYRA PLANNING & DESIGN - Supplemental Engineering - CF PO#64257		8,510.00			
12/19/2014	PO 65267	MYRA PLANNING & DESIGN - complete design - CF PO#63060		23,971.00			
12/19/2014	PO 65267	MYRA PLANNING & DESIGN - complete design - CF PO#63060		(0.56)			
12/24/2014	CK 234471	MYRA PLANNING & DESIGN - VOIDED DUE TO DUPLICATE			(2,095.79)		
12/24/2014	CK 234471	MYRA PLANNING & DESIGN - VOIDED DUE TO DUPLICATE			(2,571.83)		
12/31/2014	CK 234757	MYRA PLANNING & DESIGN		(23,970.44)	23,970.44		
1/9/2015	PO 65039	MYRA PLANNING & DESIGN		4,667.62			
3/26/2015	GRP 2447	MYRA PLANNING & DESIGN - reclass to infrastructure			2,571.83		
3/26/2015	GRP 2447	MYRA PLANNING & DESIGN			(2,571.83)		
4/7/2015	PO 65818	MYRA PLANNING & DESIGN		244,515.13			
4/22/2015	PO 65039	MYRA PLANNING & DESIGN		5,938.17			
4/22/2015	PO 65039	MYRA PLANNING & DESIGN		(5,938.17)			
4/27/2015	PO 65818	MYRA PLANNING & DESIGN		(77,035.54)			
4/30/2015	CK 236153	MYRA PLANNING & DESIGN		(5,938.17)	5,938.17		
5/4/2015	PO 65960	DP DEVELOPMENT OF THE TREASURE - FDOT Grant		1,553,694.27			
5/10/2015	CK 236093	MYRA PLANNING & DESIGN		(2,240.00)	2,240.00		
6/29/2015	CK 236618	DP DEVELOPMENT OF THE TREASURE - FDOT Grant		(18,000.00)	18,000.00		
7/12/2015	CK 236964	MYRA PLANNING & DESIGN		(17,851.83)	17,851.83		
7/31/2015	CK 237271	MYRA PLANNING & DESIGN		(7,555.35)	7,555.35		
8/31/2015	CK 237536	DP DEVELOPMENT OF THE TREASURE - FDOT Grant		(114,347.65)	114,347.65		
9/30/2015	CK 237881	MYRA PLANNING & DESIGN		(18,290.43)	18,290.43		
9/30/2015	CK 237758	DP DEVELOPMENT OF THE TREASURE - FDOT Grant		(106,870.73)	106,870.73		
9/30/2015	PO 65818	LIQUIDATION PENDING		0.00			
9/30/2015	PO 65960	LIQUIDATION PENDING		0.00			
10/1/2015		FY16 BUDGET	0.00				2016
11/9/2015	PO 67188	DP DEVELOPMENT OF THE TREASURE - FDOT Grant - reissue PO#65960		0.00			
10/30/2015	CK 237992	DP DEVELOPMENT OF THE TREASURE - FDOT Grant		0.00	0.00		
		budget transfer pending					
		change order to PO#67188 pending		0.00			
		reissue PO#65818 pending		0.00			
TOTALS			1,818,802.00	1,436,017.87	486,697.51		
Current Year					317,636.43	65,147.70	2015
Prior Years					169,061.08		

Myra:	78,418.05		
	SPENT IN '15	FDOT BAL	
DP:	239,218.38	1,148,281.62	
	1,314,475.89	<--PO BAL	

NOTE: Per "Project Descriptions", anything left from the other three projects will be reallocated to PW08PT **(plus interest earned)**.

FY2015 PO BALANCES			FY16 budget			
			1,000,000.00	need :		
PO 65960	DP DEVELOPMENT	1,314,475.89	(900,000.00)	414,475.89	v
	contingency per Charlene N.			118,000.00	v
PO 65818	MYRA PLANNING	121,541.98	-	121,541.98	v
		1,436,017.87	100,000.00	654,017.87	
			need--->	(554,017.87)	

T.I.F.T FUNDED PROJECTS through **9/30/2015**

A / B DESCRIPTION	C PROJECT ESTIMATE TOTAL	D PROJECT BUDGET ANNUAL 2015	E EXPENSES PRIOR YEARS	F EXPENSES CURRENT YEAR 2015	G ENCUMB'S 2015	H TOTAL EXPEND'S & ENCUMB'S	I PROJECT BUDGET BALANCE 2015	J PROJECT ESTIMATE BALANCE
1 INDUSTRY ROAD EXTENSION-TIFT PORTION								
CD0804	**445,000.00**	**0.00**	**365,781.98**	**0.00**	**0.00**	**365,781.98**	**0.00**	**79,218.02**
CIP# CP-PW-11-IR		0.00	365,781.98	0.00	0.00	365,781.98	0.00	79,218.02
2 PEACHTREE ST. IMPROVE'S PHASE II								
PW08PT	**542,461.76**	**155,000.00**	**169,061.08**	**78,418.05**	**287,736.25**	**535,215.38**	**(211,154.30)**	**7,246.38**
from other Funds = General Fund Reserves		276,302.00				0.00		
from other Funds GREEN=FDOT LAP	1,387,500.00	1,387,500.00	0.00	239,218.38	1,148,281.62	1,387,500.00	0.00	0.00
		1,818,802.00	169,061.08	317,636.43	1,436,017.87	1,922,715.38	(211,154.30)	7,246.38
CIP# CP-PW-13-CS	^ PLUS INTEREST			plus contingency of $118,000				^ FY2015
3 S.R.524/CLEARLAKE RD IMPROVEMENTS								
PW1301	**300,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**300,000.00**
CIP# CP-PW-13-SR								will apply to PW08PT
4 MICHIGAN AV/RANGE RD SIDEWALKS								
PW1302	**100,000.00**	**65,000.00**	**25,262.86**	**54,502.46**	**0.00**	**79,765.32**	**10,497.54**	**20,234.68**
CIP# CP-PW-14-SW							^ FY2015	
TIFT PROJECTS	**1,387,461.76**	**220,000.00**	**560,105.92**	**132,920.51**	**287,736.25**	**980,762.68**	**(200,656.76)**	**406,699.08**
from General Fund		276,302.00						
from FDOT LAP grant (for PW08PT)	1,387,500.00	1,387,500.00	0.00	239,218.38	1,148,281.62	1,387,500.00	0.00	0.00
TOTALS ALL SOURCES	2,774,961.76	1,883,802.00	560,105.92	372,138.89	1,436,017.87	2,368,262.68	(200,656.76)	406,699.08
	^ PLUS INTEREST							

Actual expenses w/o encumbrances TIFT only: **693,026.43**

Project Budget TIFT $$ ONLY	1,387,461.76		Balance of restricted cash	460,093.39
plus Interest earned **(for PW08PT)**	4,876.44			
minus **Total** Expenses FY 2013	(17,018.57)	2013-5378 EARNED REVENUE		
minus **Total** Expenses FY 2014	(543,087.35)	2014-5509 EARNED REVENUE		
minus **Total** Expenses FY 2015	(372,138.89)	2015-XXXX EARNED REVENUE		
minus **Total** Expenses FY 2016				
minus **Total** Expenses FY 2017				
minus Encumbrances	(287,736.25)			
Remaining **Project Budget** through...	172,357.14	includes interest earned		
9/30/2015				

NOTES:
Deferred Revenue 001-0000-223-00-00; (earned) Revenue 001-0000-337-40-00
Letter to Dr. Fettrow: Requested to encumber all funds by 09/30/13. Per Ed Wegerif 8/23/13, not required by contract.
Article V, 5.2: contractor's invoices (shall) specifically identify TIFT Funds used.
Article V, 5.3: CITY agrees to furnish status reports on November 1 of each year.
Article VI, 6.5: CITY agrees to complete each project (and) utilize its independent resources to complete the project.
Article VI, 6.4: CITY agrees to expend all funds by September 30, 2017.
Article VI, 6.10: CITY agrees to submit within 60 days of completion of each Project a complete Exhibit "B".

CD0804 INDUSTRY RD - is partially funded by a grant from FDOT ($171,000, spent in FY12). See Grant file. Grant spending is complete in FY13.
PW08PT PEACHTREE ST - Per "Project Descriptions", anything left from the other three projects will be reallocated to PW08PT (plus interest earned).
PW1031 SR524/Clearlake - now 100% funded by FDOT so $300,000 will be reassigned to PW08PT Peachtree St. (03/14/14 email Ljones to Ewegerif)

RESOLUTION NO. 2016-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PROVIDING FOR A FINAL RECONCILIATION OF THE CONTRACT AMOUNT AND CHANGE ORDER AUTHORITY GRANTED TO THE CITY MANAGER RELATED TO THE COMPLETION OF THE PEACHTREE STREET PROJECT (PW08PT); PROVIDING A FINAL CONTRACT AMOUNT NOT TO EXCEED $2,565,964, WHICH INCLUDES A $199,836 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING THAT THE CITY MANAGER IS AUTHORIZED TO APPROVE CHANGE ORDERS TO THE PRIMARY CONTRACT NOT TO EXCEED THE CONTINGENCY SET FORTH HEREIN; RATIFYING ALL PRIOR EXPENDITURES APPROVED BY THE CITY COUNCIL AND CITY MANAGER RELATED TO THE PROJECT PRIOR TO THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved the Peachtree Street Project (PW08PT) in 2015 and said Project is currently under construction; and

WHEREAS, the Project is nearing completion and the City Council desires to approve a final reconciliation of the contract amount and contingency set-aside for the Project; and

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 in the to the primary construction contract related to the completion of the Peachtree Street Project (PW08PT) 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, the City Council deems it to be in the best interest of the City of Cocoa to approve the final reconciliation set forth herein and in order to complete the Project, 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 related to the Peachtree Street Project (PW08PT) and related additional service contracts, provided the total amount of approved change orders do not cause the construction budget to exceed the total $2,565,964 budgeted by the City Council for the Project inclusive of the $199,836 contingency amount set aside 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.

All prior expenditures for the Project authorized by the City Council or City Manager are hereby ratified and approved.

SECTION 4.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th Day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-316	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	7/13/2016		**In control:**	City Council	
On agenda:	7/26/2016		**Final action:**		
Title:	Approve the second and final reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, PBA, Pension, retiree				
Code sections:					
Attachments:	Ordinance No. 13-2016 Police Officers Retirement Plan.pdf Cocoa Police - No Impact Letter 1.26.16.pdf Titkanich.08-28-15.pdf Legal Ad 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve the second and final reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan; Providing for codification; Providing for severability of provisions; Repealing all ordinances in conflict herewith and providing an effective date.

BACKGROUND:

In accordance with Florida Statute Chapter 185, the City of Cocoa has an established Police Officers' Retirement Plan for the benefit of the City's Police Officers. In October 2015, Council adopted Ordinance No. 13-2015 for changes related to the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) Collective Bargaining Agreement. The original draft ordinance presented at that time to Staff included additional changes related to Internal Revenue Code (IRC) and Internal Revenue Service (IRS) regulations that required additional review by the City's pension

attorneys Glenn Thomas and Jim Linn of Lewis, Longman & Walker. It was recommended by our attorney to move forward with the CBA changes and bring the additional IRC and IRS changes back at a later date.

On March 17, 2016, the Police Pension Board attorney Scott Christiansen provided Mr. Thomas a draft ordinance for review. Their proposed ordinance was presented to Staff on May 4, 2016 along with a memorandum (attached) summarizing the proposed changes and comments by ordinance section. The City attorney found that many changes were indeed required by IRC and IRS regulations or necessary to correct section references but some recommended changes were unnecessary. After Staff review with the City attorney, an ordinance was drafted by the City attorney. This draft was presented via email to Mr. Christiansen and accepted on June 16, 2016.

The following summary provides a brief description of each Section change proposed in the requested ordinance:

Section 1: Section 2-191 Definitions
Actuarial Equivalent: The interest rate referenced under the definition of “Actuarial Equivalent” is revised from eight percent to “the investment return assumption set forth in the last actuarial valuation approved by the Board” and the mortality table was revised from the 1983 Group Annuity to RP 2000 Combined Healthy Unisex.

Credited Service: The change of this definition is required by federal law to prohibit the application of converted leave toward credited service under the plan.

Spouse: The definition of spouse is being revised from “husband or wife” to the “member’s or retiree’s spouse under applicable law.” This change is appropriate based on recent US Supreme Court and federal court rulings.

Section 2: Section 2-194 Finances and Fund Managements
This section is being amended to incorporate IRC requirements with regard to investments in commingled funds.

Section 3: Section 2-198 Disability
The revisions in subsections (a) and (c) provide clarification to the disability filing timeline for members who are terminated by the City due for medical reasons. New language is added to subsection (f) that states disability payments stop when a disability retiree is rehired as a police officer for any employer.

Section 4: Section 2:200 Optional Forms of Benefits
When a joint pensioner is replaced, the actuary calculates a new benefit payment based on several factors, including the health of the original joint pensioner. This amendment of Subsection (b) provides that unless a member demonstrates the good health of the original joint pensioner, the actuary will assume the joint pensioner is deceased for purposes of calculating the revised benefit amount.

Section 5: Section 2-205 Maximum Pension
Subsections (f), (h), and (I)(2) are amended and subsection (m) was added to comply with IRC changes.

Section 6: Section 2-206 Minimum Distribution of Benefits
Subsection (b)(2)d is being amended to correct a section reference.

Section 7: Section 2-217 Prior Police Service
Subsection (5) is amended to correct a section reference.

Section 8: Section 2-218 Deferred Retirement Option Plan
There are several amendments to deferred retirement option plan (DROP) in this section. A definition was added in (a)(3) for "total return of the assets" to clarify provisions related to earnings on DROP accounts. This change is related to direction from the IRS with the issuance of several recent Favorable Determination Letters. An exception was added to the current DROP provision under subsection (5)a that allows a member who is retired under normal retirement and later reemployed as a police officer to once again participate in this plan. The reemployed member would be required to contribute to the system and would be eligible for disability and pre-retirement death benefits. All other changes to this section of the DROP are required under the IRC.

Section 9: Incorporation into the Code

Section 10: Repeal of Prior Inconsistent Ordinances and Resolutions

Section 11: Severability

Section 12: Effective Date

The first reading of this Ordinance was held at the July 12, 2016 City Council Meeting. This Ordinance will become effective after this final reading.

It was determined by the Pension Plan's actuary the proposed changes in this ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, a formal Actuarial Impact Statement is not required. Attached is a no impact letter.

STRATEGIC PLAN CONNECTION:

Having a competitive retirement plan helps attract applicants to the City of Cocoa and retain employees for a long tenure.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At a regular City Council Meeting on July 12, 2016, Council approved the first reading of Ordinance

No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan; Providing for codification; Providing for severability of provisions; Repealing all ordinances in conflict herewith and providing an effective date.

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

At a regular City Council Meeting on October 22, 2013, Council adopted Ordinance No. 11-2013 related to the Police Officers' Retirement Plan amending Section 2-191, Definitions; Amending Section 2-194, Finances and Fund Management; and Section 2-205, Maximum Pension of the City of Cocoa Code of Ordinances.

RECOMMENDED MOTION:

Approve the second and final reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan; Providing for codification; Providing for severability of provisions; Repealing all ordinances in conflict herewith and providing an effective date.

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ORDINANCE NO. 13-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-191, DEFINITIONS; AMENDING SECTION 2-194, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-198, DISABILITY; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-205, MAXIMUM PENSION; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-217, PRIOR POLICE SERVICE; AMENDING SECTION 2-218, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-191, Definitions, to amend the definitions of *"Actuarial Equivalent"*, *"Credited Service*, and *"Spouse"*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity~~ RP 2000 Combined Healthy Unisex Mortality Table, and an interest rate ~~of eight percent (8%) per annum~~ equal to the investment return assumption set forth in the last actuarial valuation approved by the Board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the Police department, his accumulated contributions will be returned only upon his written

request. If a member who is not vested is not reemployed as a police officer with the Police Department within five (5) years, his accumulated contributions, if one-thousand dollars ($1,000.00) or less shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

(1) The member is entitled to reemployment under the provisions of USERRA.

(2) The member returns to his employment as a police officer within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

(3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.

(4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

* * *

Spouse means the ~~lawful wife or husband of a member or retiree~~ member's or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-194, Finances and Fund Managements, subsection (f)(2)c., to read as follows:

* * *

(f)(2) c. In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 20111, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

1. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection c. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

2. The separate account maintained by the group trust for the plan pursuant to subsection c. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

3. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * *

SECTION 3: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-198, Disability, subsection (a), Disability Benefits In-Line of Duty, and subsection (c), Disability Benefits Not-In-Line of Duty, and subsection (f), Disability payments, to read as follows:

* * *

(a) *Disability benefits in-line of duty*. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of average final compensation multiplied by the total years of credited service but in any event the minimum amount paid to the member shall be forty-two percent (42%) of the average final compensation of the member or fifty percent (50%) of the member's salary as of the date of the disability. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not-in-line of duty*. Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(f) *Disability payments*. The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

(1) If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or

(2) If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

In the event that a disability retiree is re-employed as a police officer for the City of Cocoa, or for any other municipal, county or state law enforcement department as a certified police officer, he shall be deemed to have recovered from his disability.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in section 2-200 subsection (a)(1) or (a)(2), which shall be the actuarial equivalent of the normal form of benefit.

SECTION 4: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-200, Optional Forms of Benefits, subsection (b), to read as follows:

* * *

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * *

SECTION 5: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-205, Maximum Pension, subsections (f), (h), and (l)(2), and by adding subsection (m), to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation or Service*. The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 2-198, or pre-retirement death benefits paid pursuant to Sec. 2-197.

* * *

(h) *Ten Thousand Dollar ($10,000) Limit*; *Less Than Ten Years of Service*. Notwithstanding anything in this Sec. 2-205, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 2-205 if the benefits

payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 2-205 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

* * *

(l)(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit*. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

* * *

SECTION 6: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-206, Minimum Distribution of Benefits, subsection (b)(2)d., to read as follows:

* * *

d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2). ~~and subsection (e),~~ distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a.) the date distributions are considered to begin is the date distributions actually commence.

* * *

SECTION 7: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-217, Prior Police Service, subsection (5), to read as follows:

* * *

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 2-205, subsection ~~(k)(2)~~ (l)(2).

* * *

SECTION 8: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-218, Deferred Retirement Option Plan, to read as follows:

Sec. 2-218. Deferred Retirement Option Plan.

(a) *Definitions.* As used in this section 2-218, the following definitions apply:

(1) *"DROP*" -- The City of Cocoa Police Officers' Deferred Retirement Option Plan.

(2) *"DROP account*" -- The account established for each DROP participant under subsection (c).

(3) *"Total* return *of the assets"* -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

(b) *Participation.*

(1) *Eligibility to participate.* In lieu of terminating his employment as a Police Officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60)) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. As a condition of participating in the DROP, each participant must agree that his employment as a police officer shall terminate on the last day of the permissible DROP period. Any retiree who has retired under normal

retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

(4) *Termination of participation.*

a. A member's participation in the DROP shall cease at the earlier of:

1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or

2. termination of his employment as a Police Officer.

b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d).

c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 2-219.

b. No amounts shall be paid to a member from the system while the member is a participant in the DROP or employed by the city as a police officer. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the system until he terminates his employment as a Police Officer. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account

shall be paid directly to the member only on the termination of his employment as a Police Officer.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Police Officer.

b. (For members beginning DROP participation on or after July 1, 2006) Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of six and one-half percent (6 $^{1}/_{2}$%) per annum compounded monthly <u>determined</u> on the <u>last business day of the</u> prior month's ending balance <u>and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants);</u> or

2. Earnings, <u>to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date,</u> determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

<u>For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the</u>

net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

~~Any current DROP participant who entered the DROP between January 1, 2004 and June 30, 2006 shall receive interest at an effective rate of 7.99% per annum for the entire period of DROP participation.~~

c. A member's DROP account shall only be credited or debited with earnings or losses and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city and no cost-of-living adjustments shall be applied to the member's credit during such period of continued employment. A member employed by the city after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in Section 2-219.

(d) *Distribution of DROP accounts on termination of employment.*

(1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his cessation of DROP participation and termination of employment as a police officer.

(2) *Form of distribution.*

a. Unless the member elects otherwise, distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.

b. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) *Date of payment of distribution*. Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's cessation of DROP participation and termination of employment as a police officer. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

(4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

(5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

(6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 2-214.

(e) *Administration of DROP.*

(1) *Board administers the DROP*. The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

(2) *Individual accounts, records and reports.* The board shall maintain, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient

form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

(3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

(4) Limitation *of liability.*

a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

(1) *The DROP is not a separate retirement plan*. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 2-218 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

(2) *Notional account*. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

(3) *No employer discretion*. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

(4) *IRC limit*. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

(~~1~~5) *Amendment of DROP*. The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

(~~2~~6) *Facility of payment.* If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

(~~3~~7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.

(~~4~~8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three (3) months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the system, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the system. Upon such cancellation, the system shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(~~5~~9) *Written* elections, notification.

a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an

election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.

(~~6~~10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(~~7~~11) *Construction.*

a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

b. The titles and headings of the subsections in this section 2-218 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(~~8~~12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(~~9~~13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 10: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 12: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF _____, 20_____.

_____

Mayor

ATTEST:

_____

CITY CLERK

Passed First Reading: July 12, 2016

Passed Second Reading: _____

Effective Date: _____

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

January 26, 2016

VIA EMAIL AND MAIL

Board of Trustees
c/o Ms. Sheila Hutcheson, Plan Administrator
3860 Grantline Road
Mims, Florida 32754

Re: City of Cocoa
Police Officers' Retirement Plan

Dear Board:

In response to Scott Christiansen's letter dated December 18, 2015, we have reviewed the proposed Ordinance (identified on page 15 as dm/cocoa/pol/12-11-15.ord), including the following proposed changes:

1) The definition of Salary is no longer being amended, as it was originally amended in Ordinance 13-2015.

2) The proposed share plan is being removed, as the City adopted language regarding a share plan in Ordinance 13-2015.

3) Section 2-198, Disability, is being further amended to add language that would allow the discontinuation of receipt of disability benefits to any disability retiree who is rehired by the City of Cocoa as a police officer, or for any other municipal, country or state law enforcement agency as a police officer.

We have determined that this ordinance and its adoption therein will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

August 28, 2015

Mr. John Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: City of Cocoa Police Officers' Retirement Plan - Proposed Ordinance

Dear Mr. Titkanich:

As you know, I represent the Board of Trustees of the City of Cocoa Police Officers' Retirement Plan. Enclosed please find a proposed ordinance amending the City of Cocoa Police Officers' Retirement Plan which is recommended by the Board for adoption by the City Council. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 2-191, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
   a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
   b. Credited Service - to clarify IRC regulations on leave conversions
   c. Salary - to make the changes required by the recently approved Agreement between the City and the Police Union
   d. Spouse - to clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 2-192, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.

3. Section 2-194, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 2-196, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

5. Section 2-198, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

6. Section 2-200, Optional Forms of Benefits, subsection (b), has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.

7. Section 2-205, Maximum Pension, has had several subsections amended to comply with IRC changes.

8. Section 2-206, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection (b)(2)d.

9. Section 2-217, Prior Police Service, subsection (5), is being amended to correct a reference.

10. Section 2-218, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.

11. Section 2-220, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

    This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded. The Union and the City have mutually agreed that all premium tax monies will be used by the City so this share plan will not be funded at this time.

If the share plan is funded in the future, then, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure
Sheila Hutcheson, with enclosure

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0001434041
Pymt Method Invoice
Net Amt: $224.74

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/16/16

Text of Ad:

AD#1434041 7/16/2016

CITY OF COCOA
NOTICE OF PUBLIC HEARING

July 26, 2016

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, July 26, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider the adoption of the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 13-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-191, DEFINITIONS; AMENDING SECTION 2-194, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-198, DISABILITY; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-205, MAXIMUM PENSION; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-217, PRIOR POLICE SERVICE; AMENDING SECTION 2-218, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 13th
day of July, 2016.
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	16-303	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	7/12/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Consider the Donation application for the organization My Community Cares, Inc. and the project “The SPOT”. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MCC-The SPOT Donation application 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2016
Agenda Date: July 26, 2016
Prepared By: Carie Shealy, City Clerk
John A. Titkanich, Jr., AICP, City Manager
Through: Administrative Services Director
Requested Action:
Consider the Donation application for the organization My Community Cares, Inc. and the project “The SPOT”.

BACKGROUND:

Mr. Jarvis Wash, the Executive Director for My Community Cares, Inc. submitted a donation application in order to help with funding for My Community Cares, Inc. MCC is a non-profit of the Real Church. This organization provides a program called “The Spot, which provides help to Cocoa teens in crisis. The program provides a place for youth and teens to socialize and hang out in a safe environment. The program is held at Dr. Joe Lee Smith Park utilizing both the center as well as the outdoor basketball court. On an average Friday night, The SPOT serves over 400 youth, teens and adults within Cocoa and the surrounding areas. Additionally, approximately 98% of the attendees are from Cocoa, although others are welcome.

A typical Friday night includes prizes, games/activities, a DJ, referees, food, and marketing. Organizations are solicited to sponsor a Friday night for $2,000 to cover the said costs. Staff and volunteers feel a sense of pride knowing that these children, teens, and young adults are off of the streets, provided a meal, and kept safe. MCC is requesting $1,000 (half the cost for a typical Friday night) in addition to the City’s Police Department providing its popcorn and snow cone community relations trailer, and assist with grilling and serving as an in-kind donation.

Each Council member has $750.00 available on an annual basis for the purpose of considering donation application submissions. To meet the requested donation amount, $200 can be allocated from each Council member's allotment, leaving $350.00 for the remainder of Fiscal Year 2016. Alternatively, Council members supportive may provide an equal contribution to fulfill the donation request of $1,000.00.

Staff recommends if City Council approves the donation request that it be conditioned that the proceeds of the contribution be used for purposes other than prizes to tournament team participants. In conversations with the applicant's Executive Director, as well as presented at the CPD's May 2016 Quarterly Faith-Based Roundtable, winning tournament team members are required to attend the Real Church a minimum number of times in order to receive said prizes/gifts. In furtherance of promoting a valid municipal purpose, the City's contribution cannot be conditioned upon a winning tournament team members required attendance at a faith-based program to avoid any constitutional issues.

It should be noted, as required in the donation application, "Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided." This will assure the City its contribution is used exclusively to promote a municipal purpose.

STRATEGIC PLAN CONNECTION:

By providing funding for youth programs such as The SPOT, the City is mentoring and providing positive role models that will enhance the quality of life of our youth. Equally important, midnight basketball (a substantially similar program), has been identified as a positive outlet for our youth and employed in many community oriented policing programs
.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$1000.00
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

The City Council approved a Donation request in the amount of $1,000 ($200 per Council member) for the Marine Resources Council of East Florida, Inc. for the State of the Florida Indian River Lagoon Project at the May 10, 2016 regular City Council meeting.

RECOMMENDED MOTION:

Consider the Donation application for the organization My Community Cares, Inc. and the project "The SPOT," and if approved provide direction regarding the recommendation to condition the funding in that it not be used for prizes to tournament team participants.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: My Community Cares, Inc. Project Name: The SPOT

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** [336]	10
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents.✓ Programs for children, seniors, families, and/or disabled.✓ Unique to the Cocoa community✓ Fills an unmet need in the Cocoa community ✓ Has record of community support Educational and informational benefits✓ Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** [✓] **No** [ ]	20

6. COMMENTS:

#2, Cocoa residents being served was scored at 10 due to the # being less than 1/2 of Cocoa's population

Total Score 100

Minimum threshold met?: **Yes** [✓] **No** [ ]

Forwarded to City Attorney for review: **Yes** [ ] **No** [ ] **Date:** _____

Meets municipal purpose?: **Yes** [ ] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: My Community Cares, Inc.

Project Name: The SPOT

		YES	NO
1	Completed Application	✓	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	✓	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C - Project Objectives	✓	
5	Exhibit D - Use Of Funds Statement	✓	

Please send original application with requested attachments to:

City of Cocoa

Attn: Joan Clark, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at (321) 639-7555. Thank You.

65 Stone Street
Cocoa, Florida 32922
(321) 433-8480

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: My Community Cares, Inc.

FEDERAL ID #: 46-3723391

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 1555 North Cocoa BLVD

CITY/STATE: Cocoa, FL **ZIP:** 32922

CONTACT PERSON: Jarvis Wash **TITLE:** Executive Director

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-795-8419 **FAX #:** 321-574-4592

EMAIL ADDRESS: pastorjarviswash@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $54,409.00

PROJECT INFORMATION:

NAME OF PROJECT: The Spot

TOTAL PROJECT COST: $ 16,000

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $ $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: ☑ CITYWIDE ☐ DISTRICT 1 ☐ DISTRICT 2 ☐ DISTRICT 3 ☐ DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 3200

 # OF COCOA RESIDENTS TO BE SERVED: 3136 (20 POINTS)

NEW PROGRAM?: ☑ YES ☐ NO (10 POINTS)

EXPANDED PROGRAM?: ☐ YES ☐ NO

EXHIBIT "A"

IRS LETTER/NON PROFIT DESIGNATION

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 30 2015

MY COMMUNITY CARES INC
1555 NORTH BOULEVARD
COCOA, FL 32922-0000

Employer Identification Number:
46-3723291
DLN:
26053478002315
Contact Person:
JASON A KROTINE ID# 31666
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 19, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

EXHIBIT "B"

INCOME/EXPENSE REPORT

Form **990-N**

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2015

Open to Public Inspection

A For the **2015** Calendar year, or tax year beginning **2015-01-01** and ending **2015-12-31**

B Check if available
- ☐ **Terminated for Business**
- ☑ **Gross receipts are normally $50,000 or less**

C Name of Organization: **MY COMMUNITY CARES INC**
1555 North Cocoa Blvd,
Cocoa, FL, US, 32922

D Employee Identification Number **46-3723291**

E Website:
www.mycommunitycaresbrevard.org

F Name of Principal Officer: **Charlotte Perkins**
341 Tuscany Way Apt 205,
Melbourne, FL, US, 32940

Information Copy. Do not send to IRS.

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

EXHIBIT "C"

PROJECT OBJECTIVES

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes_____ No_____ If yes, briefly describe. (10 POINTS)

Exhibit "C" "ATTACHED"

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Exhibit "C" Attached

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Signature of Authorized Representative **Date** 7-5-16

EXHIBIT "C"

PROJECT IMPACT:

1) THE SPOT answers the call for Cocoa Teens in Crisis. It not only serves as an extension to weekly activities sponsored by MCC, but also provides a place for youth and teens to "hang out" in a safe environment. Providing this unmet need, has been most successful. On an average Friday night, the SPOT serves over 400 youth, teens, and adults within Cocoa and the surrounding areas. The SPOT is open every Friday night during the summer and is held at The Joe Lee Smith Community Center- in the heart of Census tract 626. This opportunity, while fun for the kids and teens, provides a deterrent to crime.

   Friday night activities include; basketball tournaments, dance contests, various age appropriate games, life skills lessons, conflict resolution and most importantly a meal that some kids would otherwise not receive. The SPOT is unique as it is the only such program in the surrounding area and is well attended. Although approximately 98% of attendees are citizens of Cocoa, we also welcome and receive visitors from surrounding neighborhoods.

   We solicit organizations to sponsor a Friday night at $2,000 which covers the cost of prizes, games/activities, DJ, referees, food and marketing. Each sponsorship will also provide a platform for volunteers from the City of Cocoa to work in partnership with MCC, The REAL Church and various other volunteers to prepare, serve, meet and greet the attendees. Serving these youth, teens and adults provides an opportunity to meet and greet the Citizens of Cocoa but also builds positive relationships. City of Cocoa staff/volunteers will feel a sense of pride knowing they have assisted in keeping a child out of trouble and provided a meal and a "safe " place to " hang out".

2) X Yes. Decisions are made by the Executive Director of MCC who is a resident of Cocoa. Ninety-eight percent of the volunteers are also from the Cocoa area.

3) MCC is the non-profit arm of the Real Church. The Real Church began as a religious entity, but realized early on that there was a need that existed outside the four walls. This need could not be ignored. Crime was at an all-time high. Gangs, drugs, and violence were taking over. As a result, we were losing young men, women and children to homicide, suicide and incarceration. Families were suffering from economic depression. Young children were being left fatherless/motherless as they cried from the fear of the unknown..... "What Will Happen to Me"?

The Real Church answered the call. Our goal is to become a positive force within the community by showing those who are hurting and in need that we, the Real Church, are not only going to help- but more importantly, we are going to ensure that they know we genuinely care. **Thus our non-profit arm; My Community Cares (MCC) was formed in 2013. The primary focus of MCC is caring for and establishing pride within our communities. MCC facilitates and refers individuals and/or families to various internal/external support services that will address their needs. Together in partnership with The REAL Church, and various supporters, MCC has provided over 50,000 units of service to men, women and children within our community. Specific to the SPOT, well over 1200 have been successfully served over the past three weeks.**

EXHIBIT "D"

USE OF FUNDS

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 7-5-16 **Project Dates:** JUNE 3RD - July 22nd

Organization: My Community Cares, Inc. **Project:** The SPOT

1.) Please list the in-kind services requested from the City, along with the dates and times required:

SEE Attached Exhibit "D"

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

SEE Attached Exhibit "D"

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator 7-5-16 **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Financial Officer 7-5-16 **Date**

EXHIBIT "D"

USE OF FUNDS STATEMENT:

1) In addition to the requested monetary donation, My Community Cares is requesting , that City Staff provide its popcorn and sno cone trailer, and assist with grilling and serving as an in-kind donation in addition to the requested monetary donation. The SPOT is open every Friday night from 7 pm (6 PM set up time). The sponsor date for the City of Cocoa is negotiable and will be determined upon approval of this request.

2) MCC is requesting that the City of Cocoa partner with another entity (TBD) by providing half the costs for one Friday night ($1,000). Sponsorship includes; providing hotdogs and hamburgers (rolls included), drinks, chips and gifts for the tournament winners.

Legislation Details (With Text)

File #:	16-317	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	application 1056 mitchell.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 14, 2016
Agenda Date: July 26, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Peter Vojtech, is requesting the lien be forgiven for the property located at 1056 Mitchell Street.

BACKGROUND:

The Code Enforcement Board held a public hearing on August 21, 2014, at which time the Board found the owner, Stewart Spence, in violation of the following:

Section 6-1003(o), Doors
Section 6-900(b)(4)a-c, Maintenance to a Structure
Section 6-900(b)(1)a-d, Accumulation of Trash & Debris
Section 6-1003(c), Premises Identification

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective October 2. 2014. The lien ran at $100 per day from October 2, 2014, until compliance was achieved on May 10, 2016. The lien is $58,600 and the current owner is requesting that the lien be forgiven.

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

- Whether the current owner owned the property at the time the violation(s) occurred; No,

current owner acquired title to the property on May 21, 2015.

- How many (if any) previous code enforcement cases were on the property; There has been one previous case on this property for Junk and Debris.

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; None.

- The number of violations related to the subject lien; 4 violations.

- The length of time the code enforcement lien ran before the property was brought into compliance; The lien ran for 586 days and the total amount of the lien is $58,600. The lien ran for 355 days under the current owner.

- The current market value of the subject property; The current market value is $25,340 according the Brevard County Property Appraiser.

The current property owner recently undertook work to repair the outdoor electrical service. On July 7, 2016, an electrical contractor applied for a building permit to replace the exterior meter box and electrical service. The building permit was issued on July 11, 2016, and a final inspection was conducted on the same day by the Building Inspector.

Staff is currently working with the property owner to schedule an inspection of the interior of the structure as it is our understanding that the property owner is planning to utilize the structure as a residential rental and would therefore require registering with the City to do so through the Residential Rental Program. The Program requires that all residential rental property be inspected prior to receiving its Business Tax Receipt to conduct such business activity in Cocoa.

It should also be noted, according the Brevard County Property Appraiser website, Mr. Vojtech owns no other real property in Brevard County.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on June 16, 2015, recommended that the lien be reduced to $500.

RECOMMENDED MOTION:

At the July 12, 2106 City Council meeting, staff recommended the lien be reduced to $500. Based on the information that was previously not considered regarding the length of time the violations existed while Mr. Vojtech owned the property totaling 355 days for a total of $35,500, staff recommends Council reduce the lien to $2,500, approximately 10% of the currently assessed value.

Application # **CE** - 14 - 334

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

Community Development Department.
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web: http://www.cocoafl.org

For Office Use Only - Date Received

RECEIVED
MAY 16 2016
BY:

Stamp Only When Application is Fully Complete

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it be scheduled for a hearing before the Code Enforcement Board.

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

Please TYPE or PRINT this application neatly.

1. **Date:** 5 - 16- 2016

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

Company (if applicable): _____

Name: Peter Vojtech

Mailing Address: 1375 Phyllis dr.

City: Merritt Island State: Fl Zip Code: 32952

Phone #: 321-458-7234 Fax #: 0

Mobile #: "" E-mail: prisandpeteril@aol.com

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 1056 Mitchell st. Cocoa Fl , 32922

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

2	4	-	3	6	-	2	9	-	7	8	-	0	0	0	0	0	.	0	-	0	0	5	5	.	0	0
		-			-			-			-						.		-					.		

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2	4	2	2	6	3	6								

Existing Use(s) on Property: Vacant / Rental

Nature of Violation: trash & debris , structure maintenance , no address location Id , doors

Date Fine or Lien Imposed: 9 / 22 / 2014 Amount of Fine: $ 100.00 per day

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

Date upon which the subject property was brought into compliance: unknown

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

Code enforcement case number: CE 14-334-58,600.00-code

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

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

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:

After I acuired the property I saw the home in very clean condition due to the fact that
The neighbors and tenents took care of the property ,. After May 22, 2015 I took over the property
And have not received any CE Notices or any violations current or knowledge of any from the past

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

The previous property owner filed bankrupsy 2012 and abandoned it to Saxon Bank
which took total control over the property and boarded
up all the windows and doors and also abandoned the property monthes later 2-25-2013

Amount you are requesting that the lien be reduced by or forgiven: $58,600.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine:

The property has had No violations within the year I aquired it and has been attended to
and is structually sound, clean without any debris, and very well maintained everyday.

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

N/A

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

   a. ☐ **Notarized application.**

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

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

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

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

7. **Application filing deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

10. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

11. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

12. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants

are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

13. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. A minimum of three (3) copies of any exhibits and or evidence shall be provided. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

14. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

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

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

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Peter Vojtech being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Code Enforcement Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

David P Fingar
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL Drivers license

DAVID P. FINGAR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE857108
Expires 1/4/2017

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 16 day of May, 20 16

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Code Enforcement Division:

_____

Code Enforcement Public Hearing Date: _____

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-318	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	7/14/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Distribution of the FY2015 Popular Annual Financial Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY2015 Popular Annual Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 14, 2016
Agenda Date: July 26, 2016
Prepared By: Teri Butler, CGFO, Finance Director
Through: Department Director
Requested Action:
Distribution of the FY2015 Popular Annual Financial Report

BACKGROUND:

On June 28, 2016, the City's independent auditor, Carr, Riggs & Ingram, LLC, presented the FY2015 Comprehensive Annual Financial Report (CAFR) to City Council. The City Council and the City's Administrative Staff has acknowledged the difficulty an average person has in reading and understanding the CAFR and suggested that staff prepare a summary document for the citizens and stakeholders.

The primary users of the Generally Accepted Accounting Principles (GAAP) financial statements in the private sector are investors, creditors, and those who have an operational necessity in understanding the details found in the financial statements. In the public sector, investors, creditors, and others are joined by citizens, stakeholders, and by legislative and oversite bodies as primary users of GAAP, financial statements. To meet the diverse informational needs of different users, the CAFR typically presents voluminous data at an expert level of detail. This volume and level of detail can easily discourage some potential citizens or stakeholders from contributing in the financial matters of the City. Conversely, this volume and level of detail cannot be sacrificed without compromising the needs of the other financial statement users (those interested primarily in compliance with financial related legal and contractual provisions).

A Popular Annual Financial Report (PAFR) can help to bridge the gap by offering a summary of the CAFR at a high level. The Government Finance Officers Association (GFOA) encourages state and

local governments to issue a PAFR to supplement their CAFR's. The PAFR is designed to assist those who need or desire a less detailed overview of a government's financial statements and provide for a higher level of financial information, without sacrificing the information in the CAFR, but rather offer a reading alternative to the CAFR.

The PAFR will be prepared annually by the Finance Department after the audit and CAFR is presented to City Council and will be available to all interested parties on the City's website.

STRATEGIC PLAN CONNECTION:

The Popular Annual Financial Report promotes greater transparency and provides the community and stakeholders with a condensed version of the City's financial statements to educate and encourage participation in financial matters related to the City.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Distribution of the FY2015 Popular Annual Financial Report.

powered by Legistar™

COCOA
FLORIDA

Popular Annual Financial Report

Fiscal Year Ending September 30, 2015

INTRODUCTION

The Popular Annual Financial Report (PAFR) is a high level summary prepared by the City's Finance Department to assist City residents and stakeholders in understanding the City's annual financial data. This report is an unaudited financial report based on the audited Comprehensive Annual Financial Report (CAFR) prepared by the Finance Department and the external auditing firm in accordance with the City Charter, State Statutes and generally accepted accounting principles for governments. Whereas the CAFR, with 207 pages of detailed financial information, is intended for in-depth users of financial reports, such as financial analysts and bond rating agencies, the PAFR is intended as an overview summary for the general reader. Understanding today's financial world can prove to be a difficult task. The PAFR can play an important role in making financial information accessible to residents and more transparent to stakeholders who may feel the more detailed traditional financial reports are too cumbersome.

For more detailed financial information the Capital Improvement Plan (CIP), the CAFR and the Annual Operating Budget as well as this financial summary are available as separate documents on the City of Cocoa website www.cocoafl.org.

Questions, comments and feedback on this report are welcomed and encouraged, so please do not hesitate to contact the Finance Director at 321-433-8626 or at tbutler@cocoafl.org.

COCOA
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OVERVIEW OF FINANCIAL STATEMENTS

Most City services and projects are accounted for in a general category referred to as Government Funds. A fund is a grouping of related accounts used to maintain control over resources that are segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds - focus on near-term inflows and outflows of spendable resources and balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The City maintains nine individual governmental funds:

- The *General Fund* is the primary operating fund which accounts for all financial resources of the government except those accounted for in other funds.
- *Cocoa Housing Assistance Trust Fund* accounts for funds received for the State Housing Initiatives Partnership (SHIP), enacted by the State of Florida through the Florida Housing Finance Corporation. The purpose of this program is to provide funds to local governments as an incentive for the creation of partnerships to produce and preserve affordable housing.
- *Cocoa Redevelopment Agency Fund* accounts for incremental tax revenues within the downtown Cocoa Village area. The monies are restricted by State statutes to specific projects within this geographical area.
- Six non-major funds. The non-major funds are the *Community Development Block Grant, Brevard County Home Program, Police Confiscated Funds, Police Special Education Fund, Capital Project Fund* and the *Debt Service Fund*.

Proprietary Funds (sometimes referred to as Enterprise Funds) – operate in a manner similar to private business enterprises. The fund is intended to be self-supported from user charges. The City uses enterprise funds (business-type) to account for two funds:

- *Water and Sewer System*
- *Stormwater System*

Fiduciary Funds - account for resources held for the benefit of parties outside the government such as pension funds. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs.

COCOA
FLORIDA

CITY OF COCOA NET ASSETS

	Governmental Activities		Business-type Activities		Total	
	FY 2015	**FY 2014**	**FY 2015**	**FY 2014**	**FY 2015**	**FY 2014**
Current and Other Assets	$46,808,693	$41,960,004	$ 55,837,753	$ 62,575,761	$102,646,446	$104,535,765
Capital Assets	34,931,552	32,994,501	188,942,934	179,924,074	223,874,486	212,918,575
Total Assets	**81,740,245**	**74,954,505**	**244,780,687**	**242,499,835**	**326,520,932**	**317,454,340**
Deferred outflows	725,017	-	2,505,941	1,884,579	3,230,958	1,884,579
Noncurrent Liabilities	46,604,313	29,052,220	98,225,743	95,983,506	144,830,056	125,035,726
Other Liabilities	3,296,338	3,375,172	16,033,480	14,047,313	19,329,818	17,422,485
Total Liabilities	**49,900,651**	**32,427,392**	**114,259,223**	**110,030,819**	**164,159,874**	**142,458,211**
Deferred inflows	1,391,135	109,944	684,760	-	2,075,895	109,944
Net Investment in Capital	20,134,496	19,145,644	103,777,006	93,350,606	123,911,502	112,496,250
Restricted	252,338	87,030	11,822,514	11,824,666	12,074,852	11,911,696
Unrestricted	10,786,642	23,184,495	16,743,125	29,178,323	27,529,767	52,362,818
Total Net Position	**$31,173,476**	**$42,417,169**	**$132,342,645**	**$134,353,595**	**$163,516,121**	**$176,770,764**

COCOA
FLORIDA

CITY OF COCOA CHANGES IN NET ASSETS

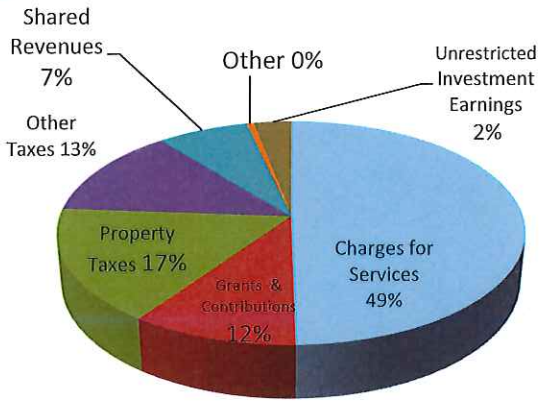
	Governmental Activities		Business-type Activities		Total	
	FY 2015	FY 2014	FY 2015	FY 2014	FY 2015	FY 2014
Revenues:						
Charges for Service	$13,699,538	$13,399,743	$ 56,032,028	$ 56,700,977	$69,731,566	$70,100,720
Grants/Contributions	2,766,579	3,157,169	3,402,992	2,729,662	6,169,571	5,886,831
Property Taxes	4,528,807	4,520,106			4,528,807	4,520,106
Other Taxes	3,570,471	3,403,911			3,570,471	3,403,911
Shared Revenues	2,012,550	1,983,054			2,012,550	1,983,054
Investment Earnings	154,667	90,445	283,248	232,887	437,915	323,332
Other	829,289	529,855	75,422	127,933	904,711	657,788
Total Revenues	**27,561,901**	**27,084,283**	**59,793,690**	**59,791,459**	**87,355,591**	**86,875,742**
Expenses:						
General Government	12,192,945	11,008,561			12,192,945	11,008,561
Public Safety	15,887,751	15,569,379			15,887,751	15,569,379
Physical Environment	3,061,232	2,774,929			3,061,232	2,774,929
Economic Development	1,075,995	849,547			1,075,995	849,547
Recreation	1,236,510	1,248,559			1,236,510	1,248,559
Interest on Long Term Debt	592,542	608,239			592,542	608,239
Water/Sewer			43,873,364	41,911,372	43,873,364	41,911,372
Stormwater			1,023,881	1,014,924	1,023,881	1,014,924
Unallocated Depreciation	1,303,323	1,720,039			1,303,323	1,720,039
Total Expenses	**35,350,298**	**33,779,253**	**44,897,245**	**42,926,296**	**80,247,543**	**76,705,549**
Net before Transfers	(7,788,397)	(6,694,970)	14,896,445	16,865,163	7,108,048	10,170,193
Transfers	11,102,408	11,706,620	(11,102,408)	(11,706,620)		
Increase/(decrease in net position)	**3,314,011**	**5,011,650**	**3,794,037**	**5,158,543**	**7,108,048**	**10,170,193**
Net position, beginning of year (Restated)	27,859,465	37,405,519	128,548,608	129,195,052	156,408,073	166,600,571
Net Position, End of Year	**$31,173,476**	**$42,417,169**	**132,342,645**	**$134,353,595**	**163,516,121**	**$176,770,764**

Net Postion restated with a prior period adjustment (see Note IV L.in CAFR).

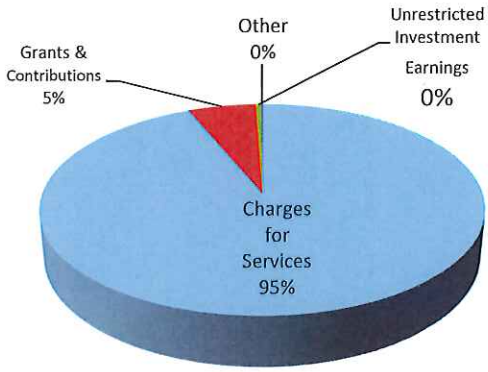
COCOA
FLORIDA

FY2015
REVENUES BY SOURCE

Governmental Activities

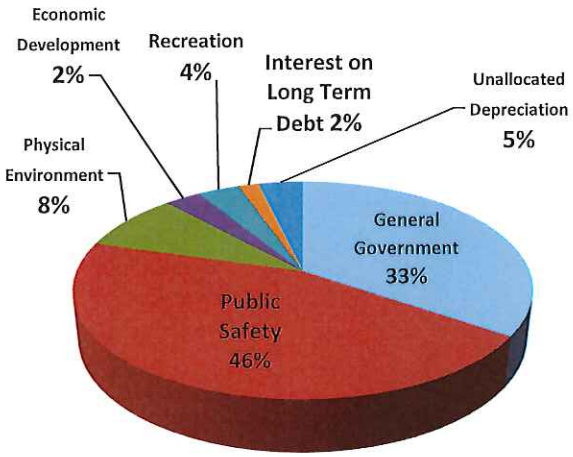


Business-type Activities

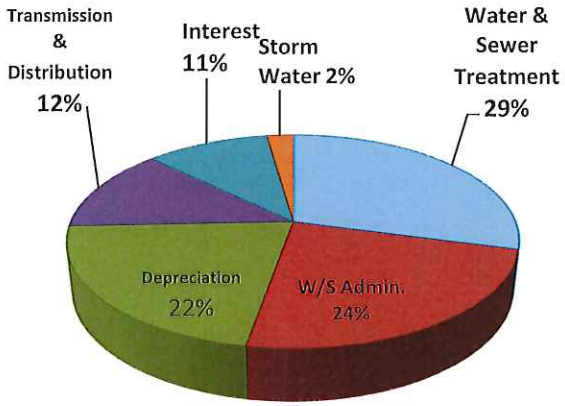


FY 2015 EXPENDITURES BY FUNCTIONS

Governmental Activities



Business-type Activities

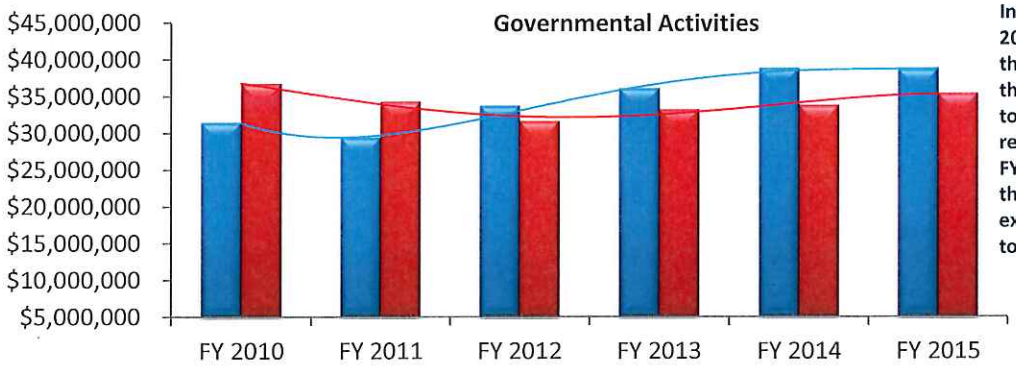


Divisions classified in the Governmental Activities Expenditures:
General Government - City Council, City Manager, City Clerk, Finance Administration, General Accounting, Purchasing, Utility Accounting, Information Technology, General Operations, Human Resources, Fleet Maintenance, Community Services and Facility Maintenance
Public Safety – Fire and Police
Physical Environment - Public Works Administration, Public Works Maintenance, Sanitation and Capital Projects
Economic Development - Economic Development, Community Redevelopment Agencies and Housing Grants
Recreation - Parks and Beautification, Leisure Services

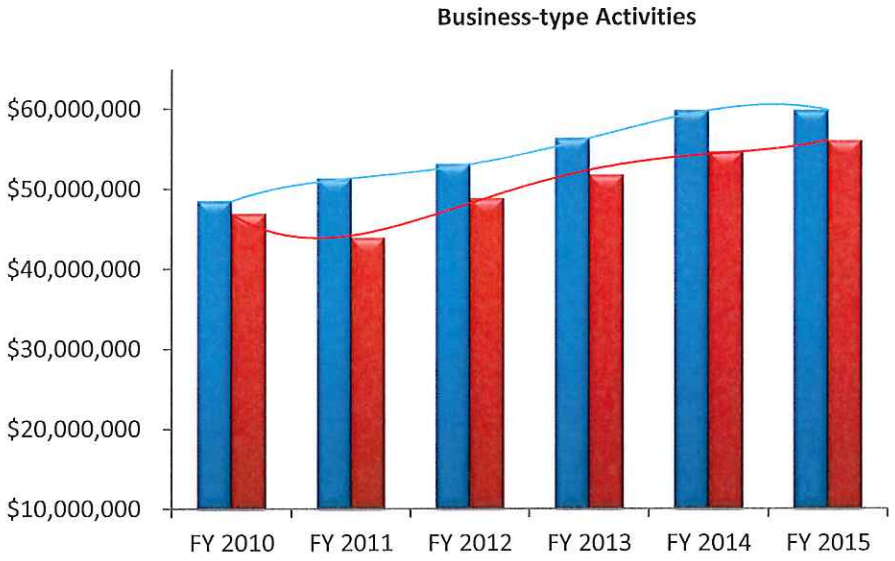
Divisions classified in the Business-type Activities Expenditures:
Administration – Water/Waste Water Administration, Engineering and Field Services
Transmission & Distribution - Water/Waste Water Field Operations
Stormwater - Stormwater Administration and Operations
Water/Sewer Treatment - Dyal Water Treatment Plant and Sellers Water Reclamation Facility

COCOA
FLORIDA

REVENUES VS. EXPENDITURES HISTORY



In FY 2009, FY 2010 and FY 2011 the revenues were less than the expenses, requiring the governmental activities to be funded by using reseves, whereas in FY 2012 , FY 2013, FY 2014 and FY 2015 the revenues exceeded expenses. allowing the City to replenish the reserves.



In FY 2010 the net difference was reduced considerably but rebounded in FY 2011, FY 2012, FY 2013, FY 2014 and FY 2015.

COCOA
FLORIDA

NET POSITION

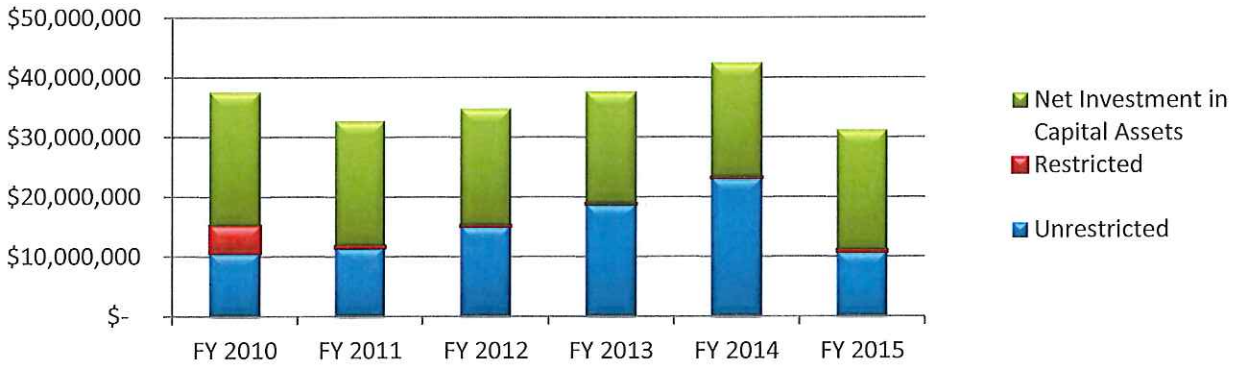
Net position (referred to as Fund Balance in the Governmental Funds) represents the difference in total assets and total liabilities. Increases and decreases in net position over time may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Although the accounting for Net Position in Governmental Funds and Proprietary Funds may be different, both Funds may be divided into three categories: net investment in capital assets, restricted and unrestricted.

Net Investment in Capital Assets represents total capital assets less accumulated depreciation less debt directly related to capital assets.

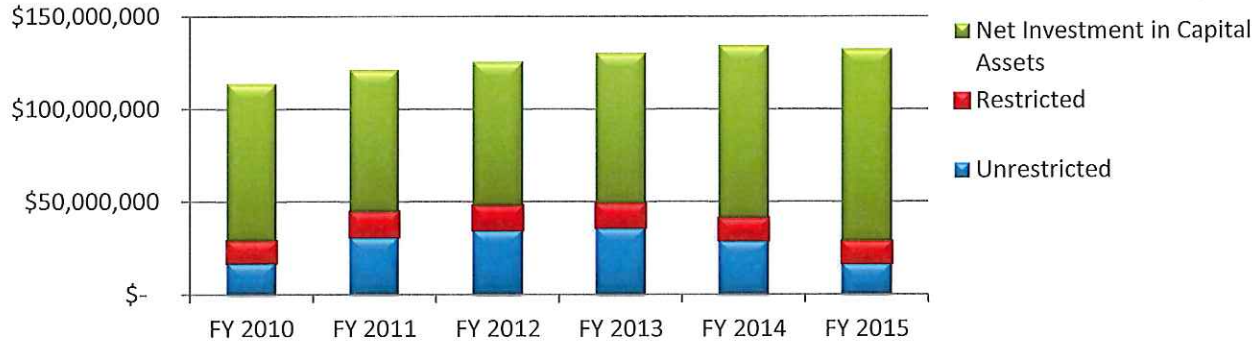
Restricted is the portion of net position that has constraints that are externally imposed by creditors, grantors, contributors, law/regulation of other governments or imposed by law through constitutional provisions/enabling legislation.

Unrestricted is the remaining net position that is available for spending in future years on one-time expenditures. Recurring costs should not be funded by unrestricted net assets without anticipation of recurring revenue sources to sustain the expenditures.

GOVERNMENTAL FUND BALANCE



BUSINESS-TYPE NET POSITION



COCOA
FLORIDA

SUMMARY

The PAFR provides the reader with a general overview of the FY2015 financial activities. Supplementary to this document, the Management Discussion and Analysis (MD&A) and the Transmittal Letter in the CAFR are especially helpful to less experienced users of financial statements by providing an overall summary of the CAFR. For more detailed information, the CAFR references below provide a summary of the major sections with a brief description and page number.

CAFR References:

DOCUMENT	DESCRIPTION	PAGE
Transmittal Letter	Introduction to the CAFR, profile of the government and assessment of the government's economic conditions.	5
Management's Discussion and Analysis (MD&A)	Introduction to the basic financial statements and an analytical overview.	19
Primary Government Statement of Net Position (Total City)	Detailed list of Assets Detailed list of Liabilities and Net Position	34 36
Governmental Fund Statements	Balance Sheet by Fund Statement of Revenues, Expenditures and Changes in Fund Balances	40 42
Proprietary Fund Statements	Assets by Fund Liabilities and Net Position by Fund Statement of Revenues, Expenses and Changes in Fund Net Position by Fund	44 45 46
Notes to Financial Statements	Note I Summary of Significant Accounting Policies Note II Reconciliation of Government-wide and Fund Financial Statements Note III Detailed Notes on all Funds Note IV Other Information	51 64 65 85
Supplementary Information	Required Pension Information General Fund Budget to Actual Report by Category Budgetary Information Non-major Governmental Funds	113 123 129 131
Statistical Information	Statistics on the government's economic condition	149
Other Reports	Audit Compliance Report Summary of Auditors' Results Schedule of Findings and Questioned Costs Auditors' Management Letter with Prior Year Internal Control Findings Independent Accountants' Report on Compliance With Local Government Investment Policies	193 197 198 201 205

Legislation Details (With Text)

File #:	16-321	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	7/15/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	To approve a resolution proclaiming the City's on-going support for strong and comprehensive public anti-corruption laws. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016 - Ethics and Civility Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2016
Agenda Date: July 26, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., City Manager
Requested Action:
To approve a resolution proclaiming the City's on-going support for strong and comprehensive public anti-corruption laws.

BACKGROUND:

At the November 10th City Council Meeting, Cocoa resident Melissa Martin came before City Council to request the City to establish a formal statement of support for strong ethics as it relates to serving the needs of the citizens. Staff reviewed the information provided by Melissa Martin, specifically the model American Anti-Corruption Act drafted by Represent Us a citizen advocate group. Although the efforts of Represent Us are primarily focused on public corruption and the influence of lobbyists and political contributions at the federal and state level, only a few cities have considered or acted on the issue to include Tallahassee, FL.

The City of Cocoa has a history of strong ethics and prides itself for the continued operation and administration in an open and transparent manner.

City's Strategic Plan
Establishes core values that will guide the City staff as they provide municipal services to the citizens and customers.

Resolution No. 2002-08
Requires that upon taking office, all City Councilmembers commit to acting in a civil, professional,

ethical and moral way for the betterment of the citizens of Cocoa through the City's Code of Conduct.

Financial Operations Manual
Through the City's Financial Operations Manual the City has adopted an Anti-Fraud Policy that provides comprehensive process and procedures for any individual to report suspected fraudulent activities and unethical and corrupt behavior within the City organization.

Ordinance No. 2008-02
Requires members of the Housing Authority of the City of Cocoa and members of the City's Redevelopment Agencies to file disclosure of financial interests and quarterly gift disclosure forms in accordance with laws applicable to the members of City Council.

Cocoa City Charter Article III, Section 8
Prohibits a Councilmember from holding any other office or employment with the City of Cocoa while on the City Council unless otherwise authorized by law.
The City Council deems it to be in the best interest of the City of Cocoa to express its strong commitment to faithfully strive for the highest standards of ethics and civility in all facets of City government and decision-making for the betterment of the citizens of Cocoa and the community.

STRATEGIC PLAN CONNECTION:

Through the support of strong and comprehensive public anti-corruption laws the City is committing to conduct the City's business consistent with the City's core values established through the 2015 strategic plan.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
To approve a resolution proclaiming the City's on-going support for strong and comprehensive public anti-corruption laws.

RESOLUTION NO. 2016 - 75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; PROCLAIMING THE CITY'S ON-GOING SUPPORT FOR STRONG AND COMPREHENSIVE PUBLIC ANTI-CORRUPTION LAWS AND COMMITMENT TO CONDUCT THE CITY'S BUSINESS CONSISTENT WITH THE CITY'S CORE VALUES OF INTEGRITY, ACCOUNTABILITY, LEADERSHIP, PROFESSIONALISM, EXCELLENCE AND RESPECT; PROVIDING THAT CONSISTENT WITH THESE CORE VALUES, CITY COUNCILMEMBERS, OFFICIALS AND EMPLOYEES MUST MAINTAIN A STRONG COMMITMENT TO FAITHFULLY STRIVE FOR ACHIEVING THE HIGHEST STANDARDS OF ETHICS AND CIVILITY IN ALL FACETS OF CITY GOVERNMENT AND DECISION-MAKING FOR THE OVERALL BETTERMENT OF THE CITIZENS OF COCOA AND THE COMMUNITY IN WHICH THEY SERVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the city of Cocoa is a municipal government "by the people" that was created in 1895 to serve the needs of the people through a democratic system of self-government and elected representatives; and

WHEREAS, consistent with its founding principles, the City Council has previously proclaimed that the City's organizational mission is "to enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public service (P.R.I.D.E.); and

WHEREAS, the City Council, based on its own initiative to better serve the needs of the public, has been a leader in establishing policies and practices that promote ethics and civility in local government; and

WHEREAS, the City Council seeks to continue its efforts to strengthen public confidence in City government; and

WHEREAS, all City Councilmembers, officials and employee must demonstrate a strong commitment to represent the best interests and needs of the citizens of Cocoa and the community; and

WHEREAS, ethical and honest decision-making by the City Council and City officials and employees must continue to be an integral part of the way that City business is conducted; and

WHEREAS, building on strong leadership from the current and past City Councils, a positive and strong ethical culture at City Hall and within all City departments will protect the public's interest and promote integrity, transparency, and accountability; and

WHEREAS, the City Council has adopted a strategic plan that establishes several core values of the City that shall serve as an essential guide for future City decision making and relationships between the City and its citizens and other community stakeholders including "integrity, accountability, leadership, professionalism, excellence and respect;" and

WHEREAS, in furtherance of "integrity," the City Council finds that all City Councilmembers, officials and employees should conduct themselves in a moral, ethical and honest manner; and

WHEREAS, with respect to "accountability," the City Council finds that all City Councilmembers, officials and employees should take ownership and responsibility to promote public trust; and

WHEREAS, regarding "leadership," the City Council finds that all City Councilmembers, officials and employees should encourage community participation, inclusivity, and awareness by exhibiting actions that serve as persuasive examples for others to follow, especially in terms of ethics and civility; and

WHEREAS, the City Council also finds that all City Councilmembers, officials and employees should consistently engage in "professionalism," and serve the community competently and efficiently with character and a positive attitude; and

WHEREAS, with respect to "excellence," the City Council finds that all City Councilmembers, officials and employees should provide responsive and exceptional service, especially in an ethical and civil manner that promotes the public trust in City government; and

WHEREAS, in furtherance of "respect," the City Council finds that all City Councilmembers, officials and employees should treat the public and one another with dignity, consideration and compassion; and

WHEREAS, the current City Council further recognizes the foresight and positive leadership role of a previous City Council that was responsible for adopting Resolution No. 2002-08, which established a Code of Conduct for all City Councilmembers to follow in order enhance the professionalism, performance, productivity, morale, accountability and integrity of the City Council and all facets of City government; and

WHEREAS, the principles set forth in Resolution No. 2002-08 continue to successfully guide the actions of the City Council in a civil, professional, ethical and moral way for the betterment of the citizens of Cocoa, and all City Councilmembers are required to commit to the Code of Conduct by executing it upon taking office with the City of Cocoa; and

WHEREAS, the City Council has also adopted an Anti-Fraud Policy, set forth in the City's Financial Operations Manual, that provides a comprehensive process and procedure for any individual to report suspected fraudulent activities in order to detect and prevent any fraudulent activities and unethical and corrupt behavior within the City organization should such activities or behavior ever occur in the future; and

WHEREAS, the City Council hereby expresses a "zero-tolerance" for fraudulent and unethical and corrupt behavior in the City organization and such activities and behavior are not consistent with the City's "core values" that have been established by the City Council and tarnish the City's image; and

WHEREAS, the City Council also recognizes that over the years, the City has taken the initiative to adopt a significant number of financial, public records and other policies and procedures to promote best practices in local government and transparency and accountability in City government and that compliance with these policies and procedures by City Councilmembers, officials, and employees is essential to promoting the City's core values set forth above; and

WHEREAS, the United States Supreme Court held that restrictions on official actions taken by legislators in situations in which there may be conflicts of interest do not constitute restrictions on the First Amendment free speech rights of legislators. *Nevada Comm'n on Ethics v. Carrigan*, 564 U.S. 117 (2011); and

WHEREAS, in the *Carrigan* decision, Justice Scalia, writing for the Court, noted that the legislative power committed to an elected individual is not personal to the legislator but belongs to the people; the legislator has no personal right to it. Moreover, the legislator casts his or her vote as "trustee for his [or her] constituents, not as a prerogative of personal power." *Id.* at 126; and

WHEREAS, the City Council finds that in order to assure impartial decision making on behalf of the common good and the people, City Councilmembers and City officials and employees must refrain from using their official positions to influence government decisions in which they have a material financial interest or other form of conflict of interest; and

WHEREAS, to ensure decisions are made by the City Council and City boards impartially and without personal conflicts of interest, bias or prejudice, the City Council strongly supports Florida's voting conflict law which requires elected and appointed officials to abstain from voting on matters that inure to their special private gain or loss,

and permits such officials to abstain from voting on quasi-judicial matters for purposes of assuring a fair proceeding free from potential bias or prejudice; and

WHEREAS, pursuant to Ordinance No. 02-2008, the City Council has also adopted supplemental ethics requirements requiring members of the Housing Authority of the City of Cocoa and members of the City's Redevelopment Agencies to file disclosure of financial interests and quarterly gift disclosure forms in accordance with laws applicable to the members of the City Council; and

WHEREAS, to protect against potential conflicts of interest, Cocoa City Charter Article III, Section 8 prohibits a Councilmember from holding any other office or employment with the City of Cocoa while on the City Council unless otherwise authorized by law; and

WHEREAS, to mitigate against undue influence and corruption regarding the City's city manager/city council form of government, Cocoa City Charter Article IV, Section (1)(c) also provides that a Councilmember shall not be eligible for the position of city manager for a period of one year after the expiration of such councilmember's last term on the City Council; and

WHEREAS, the City Council further supports and promotes Florida's Government in the Sunshine Law and Code of Ethics for Public Officers and Employees, and strenuously urges all current and future City Councilmembers, officials, and employees to continue to faithfully abide by these requirements and to set a positive example for all other elected and public officials and employees to follow in order to promote and strengthen the public's trust and faith in government; and

WHEREAS, the City Council supports and promotes comprehensive and tough state and federal Anti-Corruption laws including, but not limited to: (A) gift prohibitions and disclosures for reporting individuals and procurement employees, such as Florida's detailed gift law set forth in section 112.3148, Florida Statutes; (B) legislation to stop political bribery; (C) legislation to curb campaign contributions from special interests that lobby elected officials; (D) legislation to curb lobbyists and special interests from offering public servants high-paying jobs to lure them straight from public office to such jobs where they get paid to influence former colleagues; (E) legislation enhancing transparency of all political money including from PACs; (F) legislation aimed at preventing super PACs from coordinating directly with campaigns; and (G) legislation that will strengthen federal and state agencies to enforce the rules that currently exist against politicians and special interests that break campaign finance laws and anti-corruption laws; and

WHEREAS, the City Council also applauds and supports the Florida Legislature's recent enactment of Chapter 2016-151, Laws of Florida, which strengthen the laws related to official misconduct including unlawful compensation, bid tampering, bribery and other official acts of misconduct; and

WHEREAS, the City Council also supports continuous ethics training and education for current and new City Councilmembers and City officials and employees so all City officials and employees continue to strengthen individual capabilities to act at the highest level of competency and ethics and to encourage the professional development of others; and

WHEREAS, the City Council finds that by observing the highest standards of integrity and ethics in a rapidly changing public sector environment, the City will enhance efficiency and effectiveness in conducting City business and promote the public trust in City government; and

WHEREAS, the City of Cocoa joins with other communities in the United States in seeking limits on and full transparency of political money as necessary for the growth of an educated, engaged and informed electorate, and to afford ordinary voters more influence in the political process; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to express its strong commitment to faithfully strive for the highest standards of ethics and civility in all facets of City government and decision-making for the betterment of the citizens of Cocoa and the community, and in the best interests of the State and United States to support state and federal legislation that strengthens public anti-corruption rules.

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

SECTION 1. Recitals – Proclamation of the City Council. The foregoing recitals are hereby deemed a legislative proclamation of the City Council and are hereby fully incorporated herein by this reference.

SECTION 2. Organizational Publication. The City Clerk is hereby directed to attach an executed copy of this Resolution to the City Council minutes for the regular meeting July 26, 2016. The City Manager is hereby directed to take whatever steps are reasonable and necessary to advise all City officials and employees, as well as other stakeholders of the City, of the contents of this Resolution and the sentiments expressed herein by the City Council.

SECTION 3. 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 July 26, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-309	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve entering into a co-operative agreement with Asphalt Recycling Inc. in the amount not to exceed $200,000 utilizing City of Orlando Bid # IFB12-0022 for Full Depth Reclamation of Fiske Blvd from Highland Ave to Dixon Blvd; and Approve a resolution amending the 2016 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Asphalt Recycling Agreement Contract-IFB12-0022 Asphalt Recyclling Estimate for Fiske Blvd Re Asphalt Recycling Inc# IFB12-0022 for Full Depth Reclamation.msg Budget Resolution FY 2016.pdf BAF-PW-3510 Fiske Blvd Pave (7-26-16)- Agenda 16-309.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director
Requested Action:
Approve entering into a co-operative agreement with Asphalt Recycling Inc. in the amount not to exceed $200,000 utilizing City of Orlando Bid # IFB12-0022 for Full Depth Reclamation of Fiske Blvd from Highland Ave to Dixon Blvd, Approve a resolution amending the 2016 budget.

BACKGROUND:

Fiske Blvd. is an Urban Minor Arterial roadway that carries 8260 vehicles per day (2016 SCTPO Traffic Count) between S.R. 520 and Dixon Blvd. Vehicles include automobiles, trucks and buses. Poor roadway base material, numerous utility cuts and heavy traffic has caused the roadway to fail. Full Depth Reclamation is the process of grinding and mixing the existing asphalt and base material at one time, injecting the material with asphalt emulsifier and concrete, compacting and grading the material to create a new, solid base. A 2 inch thick asphalt overlay will then be placed over the newly formed base creating a roadway that should remain in good condition for 20 years

STRATEGIC PLAN CONNECTION:

This project will create a safer, more stable roadway as well as enhance the overall look of the area.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

From:

Amount Requested	$ 200,000
Account Number	001-0000-389.99-50
Account Name	General Fund Reserves

To:

Amount Requested	$ 200,000
Account Number	001-3510-541.63-00 Project #PWPAVE
Account Name	Capital Infrastructure

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve entering into a co-operative agreement with Asphalt Recycling Inc. in the amount not to exceed utilizing City of Orlando Bid # IFB12-0022 for Full Depth Reclamation of Fiske Blvd from Highland Ave to Dixon Blvd, Approve a resolution amending the 2016 budget.

AMENDMENT NUMBER FOUR TO AGREEMENT DATED JANUARY 23, 2012 BETWEEN CITY OF ORLANDO AND ASPHALT RECYCLING, INC.

THIS AMENDMENT TO AGREEMENT is made and entered into this 11th day of November, 2015, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Asphalt Recycling, Inc., hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of January 23, 2012, whereby the latter would perform certain services with respect to the reclamation of asphalt streets, and

WHEREAS, the parties amended the agreement by date of January 23, 2015, through January 22, 2016.

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement to increase the price per ton of Line Item 8, Limerock Base Material;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The current Term of the Agreement, January 23, 2015, through January 22, 2016, is hereby extended through January 22, 2017.

II. SCOPE

The Scope of Services and Compensation provisions of the Agreement are hereby amended to increase pricing for Line Item 8 Limerock Base Material, per ton., and as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Contractor shall continue to provide reclamation of asphalt streets services.

In all other respects and except as specifically modified and amended herein, the Agreement dated January 23, 2012, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

****

CITY OF ORLANDO

DATE: November 22, 2011

TO: All Bidders

FROM: Teddi McCorkle, Senior Contractor Administrator
Purchasing and Materials Management Division

SUBJECT: Full Depth Reclamation of Asphalt Streets
Transmittal of Addendum Number One (1)
IFB12-0022/TM

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. **WRITTEN QUESTIONS RECEIVED:**

Question No. One (1):
Are there any additional plans and specifications associated with this project? We downloaded the Solicitation from the website and just wanted to confirm the documents we have are complete.

Answer No. One (1):
No, there are no additional plans and specifications. Everything was included in the bid package which was posted on the E-Supplier website.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Section 2 on Page 21 of the solicitation package.)

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1) by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Asphalt Recycling, Inc.
NAME OF BUSINESS

BY: Theodore W Ritomski
SIGNATURE/DATE

Theodore W. Ritomski, President
NAME & TITLE, TYPED OR PRINTED

P.O. Box 510875
MAILING ADDRESS

Melbourne Beach, FL 32951
CITIES, STATE, ZIP CODE

(321) 632-6552 Fax 321-632-6395
AREA CODE WITH TELEPHONE and FAX NUMBERS

Mayor
Buddy Dyer

Director of Purchasing and Materials Management
Rhonda S. Ulmer, C.P.M., CPPO, FCCN

Procurement Manager
Roger Cooper, C.P.M.

CITY OF ORLANDO
INVITATION FOR BID (IFB)

DATE OF ISSUE:	**October 26, 2011**
IFB DUE DATE:	**Thursday, December 1, 2011**
IFB DUE TIME:	**2:00 p.m., Local Time, City of Orlando, FL**
BID DELIVERY LOCATION:	**Purchasing and Materials Management Division** **400 South Orange Avenue, Fourth Floor** **Orlando, FL 32801** ***Bid opening held at same location.***
IFB TITLE:	**FULL DEPTH RECLAMATION OF ASPHALT STREETS**
IFB NO:	**IFB12-0022/TM** ***(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)***

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO:	**Teddi McCorkle, Senior Contract Administrator** **Phone: (407) 246-2332** **Email: Teddi.McCorkle@cityoforlando.net**

BUSINESS NAME & ADDRESS

Asphalt Recycling, Inc
Business Name

P.O. Box 510875
Address

Melbourne Beach, FL 32951
City, State, Zip

Theodore Bitomski (321) 632-6552
Contact Person / Telephone Number

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing and Materials Management Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing and Materials Management Division not later than ten (10) days prior to the bid closing date.



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INSTRUCTIONS FOR SUBMITTING BID IN RESPONSE TO INVITATION FOR BID FOR THE FULL DEPTH RECLAMATION OF ASPHALT STREETS

PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.

4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bid which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bid.

_____ Solicitation Cover Page.

_____ Invitation for Bid Price Form(s) (Unit Price and Total Price Columns completed).

_____ Bidder's Certification, signed and notarized.

_____ Bidder's Questionnaire.

_____ Contract and Acceptance Form.

_____ Minority/Women Owned Business Enterprise Participation Form. **(If applicable)**

_____ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

_____ 1. Bid Bond

_____ 2. Equipment List

3. Copy of Asphalt Recycling and Reclaiming Association membership, if available

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received at least ten (10) days prior to the solicitation due date.

SEALED BID ENVELOPE LABEL:

The label provided below, with all appropriate information completed, should be used for the proper processing of the bid submittal. The label will facilitate the Purchasing Agent to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED BID ENCLOSED
(To be opened by Procurement official noted below)



Company's Name: _____
Company's Address: _____
_____
Company's Telephone Number:
(____)_____

City of Orlando
Purchasing and Materials Management Division
Attention: Purchasing Agent: Teddi McCorkle
400 S. Orange Ave., 4th Floor
Orlando, FL 32801

Solicitation No.: **IFB12-0022/TM**
Solicitation Title: **Full Depth Reclamation of Asphalt Streets**
Solicitation Due Date & Time: **Thursday, December 1, 2011, 2:00 P.M., Local Time, City of Orlando, FL**

INVITATION FOR BID AWARD INFORMATION:

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

   You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:
   https://esupplier.cityoforlando.net/vendor/common/default.aspx

2. You may also visit the Purchasing and Materials Management Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

   City of Orlando Purchasing and Materials Management Division
   City Hall at One City Commons, Fourth Floor
   400 South Orange Avenue
   Orlando, Florida 32801

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:
https://esupplier.cityoforlando.net/vendor/common/default.aspx for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference at:

City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
Orlando, FL 32801

On

Tuesday, November 15, 2011 at 10:00 a.m.,
Local Time, City of Orlando, FL

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATION FOR BID.** The failure or neglect of a bidder to examine the **INVITATION FOR BID,** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATION FOR BID.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATION FOR BID.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

A **Non-Mandatory** Pre-Bid Conference will be held **City of Orlando, Purchasing and Materials Management Division, 400 S. Orange Avenue, 4th Floor, Orlando, FL 32802 on Tuesday, November 15, 2011 at 10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: Monday, November 14, 2011.

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **"WRITTEN QUESTION(S) FORM"** as indicated in the Table of Contents).

_____

_____
Signature

_____
Title

_____
Name of Company

_____
Date

SPECIFICATIONS FOR FULL DEPTH RECLAMATION (FDR) OF ASPHALT STREETS

PART I GENERAL

1.1 INTRODUCTION

The City of Orlando (City) is inviting bids for a full depth reclamation (FDR) continuing service agreement for services on an as needed, and specific work order basis. The FDR method is used to completely reclaim existing damaged asphalt pavement and base materials to provide an economical, long life roadway base course for roads that require major rehabilitation. FDR will prevent future reflective cracking caused by soil cement, and can enable profile grade adjustments or facilitate road widening. FDR is distinguished from other rehabilitation techniques (Cold In-Place, Hot In-Place Recycling, etc.) by the fact that the cutting head penetrates completely through the asphalt and underlying base. FDR is also an environmentally friendly method of rebuilding existing roadways. See Exhibit One (1) for a graphic of the FDR pulverization and mixing process.

1.2 SCOPE OF WORK / DESCRIPTION

Contractor shall furnish all labor, material, consumables, tools and appropriate equipment necessary to perform all operations for FDR. This work shall consist of the production of an asphalt stabilized base course composed of a pulverized and blended mixture of the existing bituminous concrete pavement, entire existing base course and any supplemental base material that is added for strength, road widening or over recently laid pipe trenches. Stabilization of the base material shall be accomplished by the introduction of an asphalt emulsion to form an asphalt stabilized base course in accordance with these specifications.

The City will provide an appropriate maintenance of traffic (M.O.T.) plan and provide all barricades and signs. All materials including the supplemental base material and the asphalt emulsion must conform to the applicable technical specifications as well as Florida Department of Transportation (FDOT) standards.

1.3 QUALIFICATIONS

a. Minimum Mandatory Qualifications

1) The Contractor shall have a minimum of five (5) years experience in full depth reclamation work with city, county or state projects. References shall include projects in the State of Florida during the last five years that involve full depth reclamation for asphalt stabilized base course.

2) The Contractor shall have in their possession or available to them by formal agreement at the time of bidding, one or more reclamation machines as described in Part II, 2.1 of the Specifications and other equipment and supplies which are necessary to perform the work as outlined herein. Equipment is to be listed on the Equipment List form and included with bid.

b. Preferred Qualification

1) Membership in Asphalt Recycling and Reclaiming Association is preferable. If a member, provide documentation of membership with bid.

1.4 ESTIMATED QUANTITIES

The estimated quantities listed for the various items on the Bid Price Form shall be used for the purposes of comparing bids only. The City reserves the right to assign projects to the Contractor as funding is available and there is no guarantee that the contract will utilize the entire Bid quantity. Conversely, there is no limit to the actual quantities that may be purchased.

1.5 SAFEGUARDING SURVEY MARKS

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the project limits, and shall bear the cost of reestablishing them if disturbed or destroyed.

1.6 RESIDENT / BUSINESS NOTIFICATION

The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice shall be delivered at least 48 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

1.7 INSPECTION AUTHORITY

The City Engineer has ultimate responsibility for contract administration and inspection for this Bid. The engineer may assign field inspection responsibilities to a design professional and/or City Inspector. Each step of construction is subject to approval by the engineer prior to proceeding with subsequent steps. The Contractor shall, at all times during the progress of the work, afford representatives of the city, the county, the state, FDOT, the Department of Environmental Protection, the Department of Labor, or any other agency with jurisdiction, every reasonable and safe accommodation for observation of the work.

1.8 SUBMITTALS

For each project, the successful Contractor shall be prepared to submit shop drawings and samples for the proposed equipment and material. Contractor will be asked to submit asphalt mix design tests that are adequate to select the proper emulsion application rate for each specific project area.

1.9 WARRANTY

Contractor shall provide a workmanship and performance warranty for a period of one (1) year from the date of completion or final acceptance, whichever is later.

1.10 DELIVERY AND STORAGE

Contractor shall deliver the equipment and materials in sufficient quantities to ensure rapid and uninterrupted progress of the work. Contractor will be responsible to provide space for proper storage of materials and equipment, and protect materials from weather damage.

1.11 WORK HOURS

Normal working hours are 7:00 am to 5:00 pm, Monday thru Friday. Work on holidays, weekends, and evenings will be allowed if approved by the City Engineer.

PART II MATERIAL AND EQUIPMENT

2.1 EQUIPMENT

The Contractor shall furnish all equipment and personnel necessary to pulverize, spread, shape, remove excess material, inject asphalt emulsion, mix, grade and compact the processed base material to proper slope and finished grade. The Contractor shall utilize a reclamation machine, specifically manufactured to accomplish the work, which can effectively break, pulverize, mix and asphalt stabilize the material to be recycled. The equipment to be used must also have the capability of introducing the asphalt emulsion uniformly and at an accurate rate to the recycled materials. The reclamation machine must be equipped with an engine of sufficient horsepower to be capable of pulverizing and mixing the pavement, base materials, and sub grade soil up to a depth of at least fifteen inches (15"). The reclamation machine shall be capable of metering the asphalt emulsion application rate through an automatic injection system and shall be equipped with an asphalt emulsion storage tank of sufficient capacity to ensure an uninterrupted supply of the proper amount of asphalt emulsion into the base material when processing around corners, cul-de-sacs, dead-end streets, other tight areas or at busy intersections. Contractor shall have a grader and water truck available to prepare the material before compaction and control dust. Contractor shall have a trimming machine available to precisely remove material equal to the depth of the new asphalt. Compaction equipment shall be adequate to provide consistent densities of at least 98% of the maximum density per the T-180 modified test in the opinion of the City of Orlando representative.

2.2 MATERIAL

The existing asphalt pavement and base material shall be crushed and blended to a depth equivalent to the full depth of the existing base material. The gradation shall consist of a well-graded mix with 100% passing a 2.5" sieve, no more than 96% passing a 1.5" sieve and less than 8% passing a #200 sieve.

The base material shall be mixed so that the entire mass of material shall be uniform throughout. The Contractor shall obtain the services of a certified testing laboratory to provide a sufficient number of modified Marshall tests of the pulverized asphalt and base samples taken from each roadway, tested over a range of different emulsion contents in order to determine the proper mix design and emulsion application rate. Samples shall be taken at least every 1,000 LF and at areas of differing existing pavement section or base type. Additional base material may be required to supplement the existing material and shall be either limerock per FDOT Section 911 or graded crushed concrete aggregate.

The processed asphalt stabilized base material shall meet the following requirements:

Modified Marshall Stability	1,800 minimum
Unit Base Layer Coefficient	0.2 minimum
Residual Asphalt Content	1 to 4 %

The Contractor shall furnish an asphalt emulsion that meets or exceeds the requirements for Grade SS-1 or better and must be approved by the FDOT and City Engineer or Design Engineer. A representative from the asphalt emulsion supplier shall be at the job site at the beginning of the project to monitor the characteristics and performance of the asphalt emulsion. Throughout the project, the representative shall monitor the project performance and make adjustments to the asphalt emulsion formulation or mix design as required to maintain compliance with these specifications. Portland cement may be used in lieu of asphalt emulsion, if approved by the City prior to the start of the project, in which case all work and materials shall conform to Section 270 of the latest FDOT Standard Specifications for Road and Bridge Construction. Soil cement base course shall attain a minimum 7-day compressive strength of 300 psi.

2.3 GRADED CRUSHED CONCRETE AGGREGATE BASE

a. Description
Construct a base course composed of graded crushed concrete aggregate.

b. Material
Use graded crushed concrete aggregate material produced by an approved source, which yields a satisfactory mixture meeting all of the requirements of these specifications.

The Contractor may purchase the material in two sizes of such gradation that, when properly proportioned and blended (60% fines to 40% coarse), the resultant mixture meets the required specifications. Load the material in the trucks by first placing and spreading the coarse aggregate in the truck and place and spread the fine aggregate on top to promote proper size distribution.

Use graded crushed concrete aggregate material of uniform quality throughout, free from organic matter, shale, clay lumps and balls, and must have a limerock bearing ratio value of not less than 200.

Graded crushed concrete aggregate base material shall meet the following gradation:

Sieve Size	Percent by Weight Passing
1.5 inch [37.5 mm]	95 to 100
0.75 inch [19.0 mm]	65 to 90
0.375 inch [9.5 mm]	45 to 75
No. 4 [4.75 mm]	35 to 60
No. 10 [2.00 mm]	25 to 45
No. 50 [300 µm]	5 to 25
No. 200 [75 µm]	0 to 10

Graded crushed concrete aggregate may be referred to hereinafter as aggregate. The Contractor may use aggregate from any approved source, but only from one supplier during any one Contract, unless approved by the City.

c. Transporting Aggregate
Transport the aggregate to its point of use, over previously placed base if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the sub grade will be permitted only when, in the City's opinion, these operations will not be detrimental to the sub grade.

d. Aggregate Spreading Equipment
Use a mechanical spreader, equipped with a device that strikes off the aggregate uniformly to the proper laying thickness, capable of producing even distribution. For crossovers, intersections, ramp areas, narrow crowned roadways or any other areas where the use of a mechanical spreader is not practicable, the Contractor may spread the rock using a bulldozer or blade grader.

e. Spreading Aggregate and Lift Thickness
Spread the aggregate uniformly. Remove all segregated areas of fine or coarse aggregate and replace with properly graded aggregate or mix in place to achieve an even distribution of sizes.

When the specified compacted thickness of the base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If the Contractor can demonstrate that the compaction equipment can achieve the required density (at least 98% of maximum density per AASHTO T-180 modified) for the full depth of a thicker lift, and if approved by the City, the base may be constructed in successive courses of up to 8 inches compacted thickness.

The City Engineer's approval will be based on results of a test section constructed using the Contractor's proposed compactive effort. Approval requires the compactive effort pass a minimum of five (5) density tests with no failing tests. Construct a full width test section of not less than 300 feet in length. At each test site, the bottom 6 inches must be tested and pass. Remove the material above the bottom 6 inches at no expense to the City. *The minimum density required for the thicker lift shall be the average of the five (5) results obtained on the thick lift in the passing test section. Maintain the exposed surface as close to undisturbed as possible; no further compaction will be permitted during the test preparation.* If unable to achieve the required density, remove and replace or repair the test section to comply with the Specifications at no additional expense to the City. Once approved, a change in the source of base material will require the construction of a new test section. The compactive effort will not be allowed to change once the test section is approved. The engineer will periodically verify the density of the bottom 6 inches during thick lift operations.

The engineer may terminate the use of thick lift construction and have the Contractor revert to the 6 inch maximum lift thickness if satisfactory results are not being achieved.

f. Compacting and Finishing Aggregate Base Material

1) Single Course Base: After spreading, shape the base material to produce the required thickness, grade and cross-section after compaction.

2) Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow the City Engineer to make density tests for the lower courses in order to determine that the required compaction has been obtained. After spreading the material for the top course, shape its surface to produce the required overall thickness, grade and cross-section that is free of scabs and laminations after compaction.

3) Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate the entire width and depth of the course that is being compacted.

4) Density Requirements: After attaining the proper moisture condition, uniformly compact the material to a density of not less than 98% of the maximum density as determined by AASHTO T-180 modified.

The City Engineer will perform at least three (3) density tests on each day's final compaction operations on each course, and at more frequent intervals, if deemed necessary. During final compaction operations, blade and proof roll any areas necessary to obtain the proper grade and cross-section before requesting the engineer to order the density tests on the finished base.

5) Correction of Defects:

a) Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the City.

b) Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the City Engineer, would impair the structural value of the base, remove the cracks or checks by scarifying, reshaping, adding base material where necessary, and recompact.

6) Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements

specified herein. When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

7) Dust Abatement: Minimize the dispersion of dust from the base material during construction and maintenance operations by applying water or other dust control materials.

g. Finished Surface Testing
Check the finished surface of the base course with a template cut to the required crown and with a 10-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than 1/4 inch to the satisfaction of the City Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

h. Priming and Maintaining

a) Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture content for the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no distortion will occur from the priming operation.

b) Maintaining: Maintain the true crown and grade, with no rutting or other distortion, while applying the asphalt or brick surface course.

i. Thickness Requirements
Meet or exceed the thickness requirements shown on the project drawings. Additional thickness shall be allowed without additional payment, as long as the finished pavement elevation is obtained without compromising the required asphalt thickness.

The City Engineer shall select the coring locations and make the acceptance measurements. Contractor's representative shall be present during the entire coring operation for acceptance purposes. The engineer shall measure the thickness of the base through holes, at least three (3) inches in diameter, bored at random points on the cross-section and along the roadway. The engineer will locate each hole to represent a section of roadway no longer than 200 feet in length.

Correct all areas of the completed base having a deficiency in thickness in excess of 1/2-inch by scarifying and adding additional base material. As an exception, if authorized by the Engineer, such areas may be left in place without correction and with a significant credit or reduction of payment.

PART III EXECUTION

3.1 GENERAL

a. The Contractor shall notify all affected property owners of the proposed work a minimum of 48 hours prior to the start of work. Reasonable access to adjacent property is to be provided as necessary at all times.

b. Prior to the start of the recycling work, all valve boxes, manhole castings, and catch basins shall be located by the Contractor and clearly marked and protected or removed and covered to avoid damage.

c. The minimum final base thickness shall be eight inches (8"), measured above the top of the undisturbed or stabilized and compacted sub base.

d. The Contractor may be required to temporarily grade and compact the pulverized material in order to maintain traffic until the asphalt emulsion injection process.

e. The Contractor shall excavate and prepare any widened sub base areas, spread and shape the pulverized base material before rough grading. Any necessary trimming or removal of excess material shall be done before rough grading and asphalt emulsion injection.

f. If requested to do so, the Contractor shall stockpile surplus material that may be needed elsewhere on the project or supplement and spread additional imported base material.

g. After the material has been processed, it is the Contractor's responsibility to insure optimum moisture and asphalt (or cement) content, and thoroughly compact the processed base to the proper density, slope and grade.

h. Mixing and asphalt emulsion injection shall not be done during periods of rain or when rain is imminent or in any weather detrimental to the finished base course.

i. The Contractor shall be responsible for removing all excess material from curbs, yards and shoulders or as directed by the City representative.

j. The Contractor is responsible for proper site cleanup and restoration of any damage caused by his employees.

3.2 TRAFFIC CONTROL

a. The Contractor shall schedule operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas being worked.

b. If, in the opinion of the City Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

c. The Contractor shall plan work so as to maintain at least a one-way traffic and shall provide effective dust control at all times. Two-way traffic shall be maintained whenever possible on multi lane roads. No interruption of access to property shall be allowed unless the Contractor has made prior arrangements acceptable to the property owner or occupant.

d. The Contractor shall be capable of completing all the required work within a single lane width of as little as eleven feet (11'). The Contractor shall provide qualified flagmen with radios for traffic control as necessary and be responsible for maintaining the traffic control devices per the approved maintenance of traffic plan (MOT) provided by the City. The City will provide all barricades and signs required. The Contractor shall procure the services of an off-duty police officer, if required by the MOT plan.

3.3 WATER PURCHASE AND UTILITIES

The Contractor may purchase water needed in connection with a project from Orlando Utilities Commission directly from a fire hydrant using a water meter. Prior to the start of a project, the Contractor shall be familiar with the location of all existing utilities within the project area, and coordinate with the utility company, so as not to disturb, destroy or otherwise harm any existing facilities.

3.4 DAMAGES

The Contractor shall restore any damage to existing pavement, curb or property outside the roadway that is attributable to the Contractor's activities, to like-new condition at the Contractor's own expense.

3.5 TOLERANCES

The completed asphalt stabilized base shall be tested for smoothness with no irregularities of more than one-quarter inch (¼") using a 10' straight edge. The finished surface of the roadway base shall have a tolerance of plus or minus one-quarter inch (¼") of the proper grade. If any area is found to lack the required smoothness, cross-slope or proper grade, such area shall be re-graded and compacted until the required smoothness and accuracy are obtained, at no additional cost to the City.

3.6 TESTING

The City shall obtain, at no cost to the Contractor, the services of a certified testing laboratory to make sure that the Contractor has thoroughly compacted the stabilized base to not less than ninety-eight percent (98%) of the maximum density per the Proctor test, in accordance with (AASHTO) modified T-180.

3.7 MEASUREMENT

FDR shall be measured for payment by the square yard completed and accepted by the City's representative. Two different unit prices are allowed for project size ranges of FDR quantities less than 10,000 SY and over 10,000 SY. Mobilization is a separate lump sum Bid Price Form item that includes all equipment, materials and labor to complete the entire project assignment. All asphalt emulsion is measured on the basis of gallons applied during the stabilization process and must be supported by delivery tickets minus any leftover or wasted material. Adjustment of manholes and valve boxes are measured per each that is needed to have its elevation adjusted to match the finished grade. The City representative may choose to supply a new ring and cover and the Contractor shall replace the existing one for the unit price of a manhole adjustment. Protection and/or restoration of existing manholes, valve boxes and curbs are included in the FDR Bid Price Form item. The modified marshall testing for the mix design is considered part of the FDR Bid Price Form item. Excavation and material removal is measured by the cubic yard based on theoretical calculations of the proposed pavement thickness times the surface area of the corresponding reclamation area (proposed asphalt thickness x length x width). Material removal shall only be calculated for payment if the project site has existing curbs and the excess recycled material will not be spread or used onsite. Additional limerock or crushed concrete base materials are considered separate pay items that are measured by the ton and must be

supported by jobsite delivery tickets. All flagmen or off-duty police officers are measured by the hour for the actual time of use.

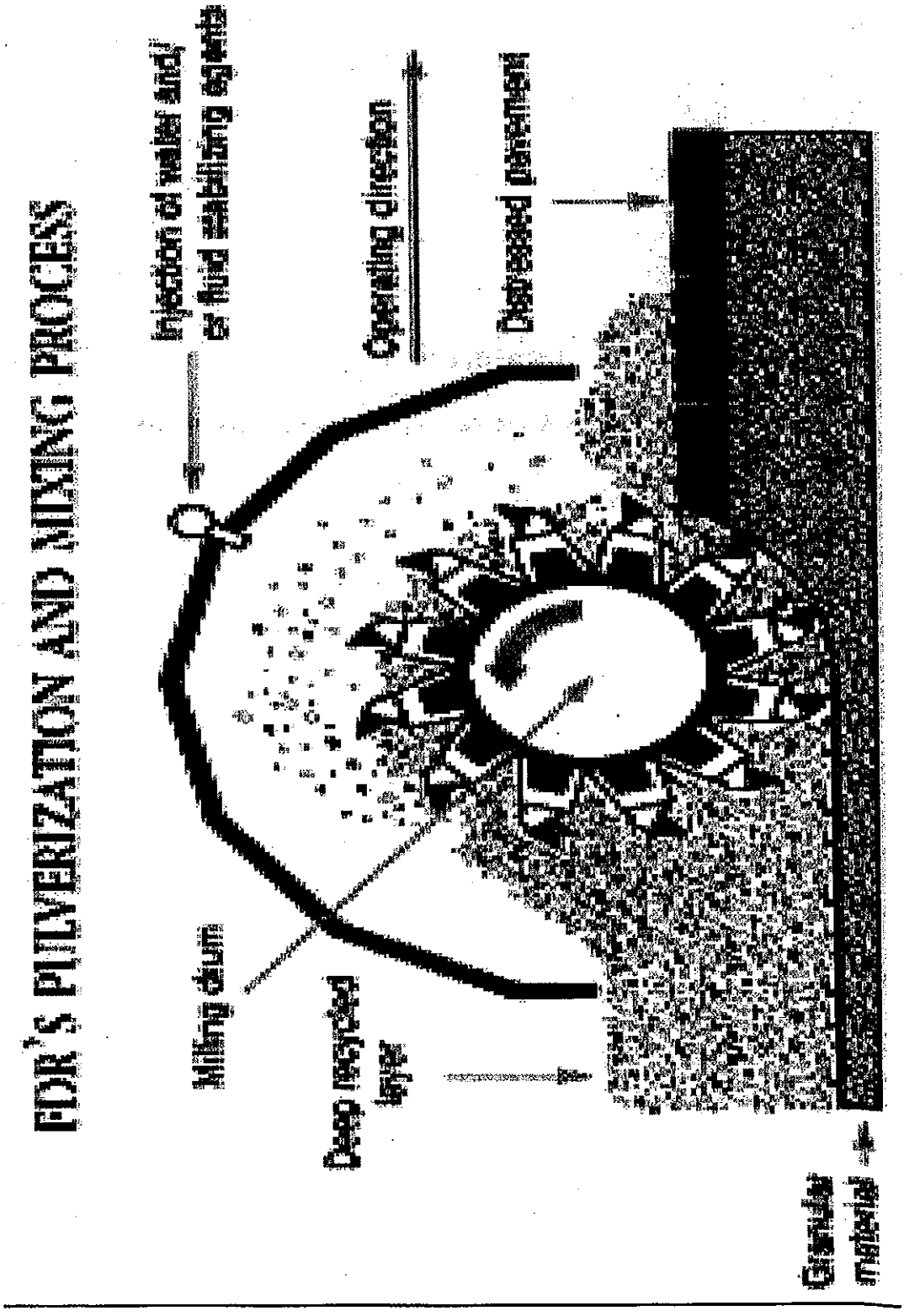
3.8 BASIS OF PAYMENT

The accepted quantities of all Bid items, as measured above, shall be paid for at the Bid unit price. The unit price for FDR includes all compensation for crushing, blending, testing the material for the emulsion mix design, temporary compaction, rough and fine grading, injection and mixing of the asphalt emulsion (paid separately by the gallon), and compaction, etc. as required to meet all of the specification requirements. No payment shall be made to the Contractor until satisfactory test results are received for each project assignment completed within a 30 day period. In the event that the Bidder believes that the cost of any necessary part of the project is not reflected in the Bid items listed on the Bid Price Form, the cost for that part of the project shall be included in one or more listed Bid Price Form items, so that the total base bid represents the total price for completing the work in its entirety. No additional payment shall be made for any associated work in addition to the Bid unit prices, unless special circumstances warrant additional payment and the City representative agrees to the price in advance of the work being performed.

END OF SECTION

EXHIBIT ONE (1)

FDR PULVERIZATION AND MIXING PROCESS


CDR'S PULVERIZATION AND MIXING PROCES
Injection of water and/
or fluid stabilizing agents
Operating direction
Compacted pavement
Milling drum
Deep recycled
layer
Granular
material

SPECIAL CONDITION CLAUSES

Annual Price Adjustment:
On an annual basis, the unit price (base price) for all items containing petroleum (items 2, 3, 4 and 5) on the Bid Price Form, as initially awarded for this solicitation may be adjusted upward or downward in accordance with the percent change in the Bureau of Labor Statistics Producer Price Index (PPI) from the effective base period, as specified herein, to the time of escalation or de-escalation using the most recent index for the same base month. Calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. The annual adjustment shall only be permitted with a change in the referenced Producer Price Index, as specified herein, of 5% or more.

The PPI index that shall be used is Table 2. Producer price indexes and percent changes for selected commodity groupings by stage of processing, item Crude Materials for Further Processing, Crude, Petroleum, Commodity Code 05-61, Unadjusted Index.

Due to the delay of published PPI data, for purposes of calculation of a price adjustment, the Reference Base Period will be August 2011, calculations will be based upon the most recent percent change in the PPI in the month of August as compared to the referenced base period of August index in the year of contract execution. An example of the calculation procedures is shown below.

Example:
Divide the current index value by the value of the index for the fixed base period multiplied by the fixed base price Bid:

Year 2: August 2012 Index ÷ August 2011 x Base Price = Adjusted Price
Year 3: August 2013 Index ÷ August 2011 x Base Price = Adjusted Price
Year 4: August 2014 Index ÷ August 2011 x Base Price = Adjusted Price
Year 5: August 2015 Index ÷ August 2011 x Base Price = Adjusted Price

Payment of Subcontractors
Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes.

The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Periodic and Final Cleaning
The Contractor shall:

A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;

B. Provide on-site container for the collection of waste materials, debris; and rubbish;

C. Dispose of waste materials, debris, and rubbish from the Owner's property;

D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;

E. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Bid Security:

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to sign the Contract, comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

Performance Security / Bond

A. The Contractor must provide, prior to commencing work, a performance security ("Performance Security") in the amount of 35% of the bid amount. The Performance Security shall remain in effect during the term of the contract and any extensions thereof.

B. The Performance Security must be in the form of a cashier's check, money order, certified check, letter of credit or Performance Bond from an established bonding agency licensed to do business in the State of Florida.

C. "Performance Bond" shall mean a bond of a Contractor in which a surety guarantees to the City that the work/services will be performed in accordance with the contract documents. A Performance Bond or letter of credit shall be upon terms acceptable to the City in its sole discretion.

D. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1 annually, as amended.

Performance Bond and Payment Bond

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of $200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds $200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded bid amount is less than $200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) $200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

Quantities

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Site Conditions

The bidder, having visited the site and familiarized themselves with the local conditions, nature, and extent of the work, and having examined carefully the specifications and Terms and Conditions herein, proposes to furnish all equipment, labor and materials without exception for the proper execution and completion of the work and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

GENERAL CONDITIONS

Bidder should read and follow the following instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.

2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.

3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.

4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.

5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

   a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 58-12-94438-54C and is also stipulated on all our Purchase Orders.

   b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

   c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.

   d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

   e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

   f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.

   g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.

7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.

8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.

9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando Director of Purchasing shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).

10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS

1. RECEIPT OF BIDS:

a. **Sealed bids, one (1) original and one (1) copy,** shall be submitted to the Purchasing and Materials Management Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.

b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.

c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the Purchasing and Materials Management Director, at the address listed below. Bids submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Purchasing and Materials Management Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing and Materials Management Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Purchasing and Materials Management Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the office of the Purchasing and Materials Management Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

d. All bids shall be mailed or delivered to the office of Purchasing and Materials Management at the address listed below. Sealed bids are to be addressed as follows:

Ms. Rhonda S. Ulmer, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

a. To ensure fair consideration for all bidders, the City prohibits communication regarding the solicitation to or with any department, division, or employee during the submission process, except as expressly set forth in this solicitation. Additionally, the city prohibits communications initiated by a bidder (or on a bidders behalf) to any City Official or employee evaluating or considering the bid regarding the solicitation (up to and including the Mayor and City Council), prior to the time an award decision has been made. Prohibited communications initiated by a bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.

Except as provided in this solicitation, any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid.

b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. See "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

c. It will be the responsibility of the bidder to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

d. Direct inquiries to the Purchasing Agent referenced on the cover page of this Invitation for Bid:

City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: http://www.cityoforlando.net/admin/purchasing/index.htm

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bid. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at https://esupplier.cityoforlando.net/vendor/common/default.aspx or contact the City for current bid, and other award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bid Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

a. The Specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received in Purchasing and Materials Management at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda.

The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

Sealed bids will be received in the Purchasing and Materials Management Division until the due date and time as specified in this Invitation for Bid. Bids will be opened and publicly read aloud immediately following the published due date and time. No responsibility will attach to the Purchasing Office for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to Don Price at donald.price@cityoforlando.net. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Purchasing and Materials Management Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bid may render the bid irregular and may cause rejection. The Director of Purchasing and Materials Management Division, however shall have the authority to waive minor irregularities.

18. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the Director of Purchasing and Materials Management.

19. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the lowest responsive and responsible bidder who submits a bid meeting specifications. In determining responsibility, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

20. AWARD OR REJECTION OF BIDS:

The Director of Purchasing reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require.

The Director of Purchasing also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, may be considered by the Director of Purchasing:

a. The ability, capacity and skill of the bidder to perform the service required.

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

d. The quality of performance of previous contracts or services.

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

g. The quality, availability and adaptability of the supplies, or services, to the particular use required.

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

j. Such other information as may be required or secured.

21. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options bid, based on price deemed to be in the best interests of the City.

22. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

23. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

24. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

25. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

26. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date.

All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

27. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve him from any obligations with respect to his bid.

28. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. In the event that any litigation is instituted during such period, Contractor and its subcontractors shall continue to maintain such books and records until the conclusion of all litigation, including any appeals.

29. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

30. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period
Unless otherwise provided by law, a contract 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 contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract.

Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

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 period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

31. APPLICABLE LAW:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: http://www.cityoforlando.net/admin/purchasing/161_3.pdf or by contacting the Purchasing and Materials Management Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code. As provided in Section 7.14 of City Code, "[a]ny actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may protest to the [Purchasing] Director within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto, provided the bid award or contract has not been approved by City Council, or the contract has not been fully executed if City Council approval is not necessary." Accordingly, with respect to any protest of the terms, conditions, procedures, specifications, or scope of services contained in this solicitation, including, but not be limited to, any provisions governing the method of ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending the contract, an actual or prospective Proposer must provide the Purchasing and Materials Management Director with a written notice of protest within seven (7) calendar days after it knows or should have known of such provision.

32. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

33. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the Director of Purchasing may decline to make an award.

Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City.
Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Purchasing and Materials Management Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

34. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications.

The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

35. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the Director of Purchasing or his designee.

36. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

37. INSURANCE:

Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein.

The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

All insurance policies shall be issued by companies who are licensed and authorized to do business under the laws of the State of Florida and shall be in a form acceptable to the City. The Certificate(s) of Insurance shall be dated and show the name of the insured, the specified project by name, the number of the policy, and the effective and termination date of the policy(s).

The awarded bidder agrees to provide and maintain during the term of the Contract without cost or expense to the City, certificate(s) of insurance, as set forth below.

(a.) **Commercial General Liability Insurance:**
Commercial General Liability Insurance with coverage limits of not less than $500,000 per occurrence, combined single limits for Bodily Injury and Property Damage. The City of Orlando shall be named as an additional insured on this policy.

(b.) **Automobile Liability Insurance:**
Automobile Liability coverage shall be not less than the minimum amount of $300,000 per occurrence, combined single limits for Bodily Injury and Property Damage.

(c.) **Workers' Compensation Coverage:**
Statutory Workers' Compensation Coverage as required by State of Florida law, as well as Employee's Liability in the amount of $100,000.

38. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

39. AUTHORITY:

The City's Director of Purchasing or a written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

40. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

41. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice
For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

   a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

   b. the amount due, applicable discount(s), and the terms thereof;

   c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

   d. the Purchase Order or contract number as supplied by the City; and

e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

42. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

43. EQUIPMENT:

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

44. TERMINATION FOR CONVENIENCE:

The Director of Purchasing may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

45. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

46. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

47. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

48. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bid or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

49. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City.

Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

50. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

51. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bid. Bid prices shall remain firm for the entire contract period unless otherwise changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

52. GOVERNING LAW / VENUE:

The contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida.

53. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

54. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, a copy of which can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/cfo/includes/161_3.pdf, Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than $8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed $100,000.00 per year.

More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

A hard copy of the City's Living Wage Policy is also available at the Purchasing and Materials Management Division.

55. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the Purchase Order or Contract. The contract, including any Exhibits, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the Purchase Order or Contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

56. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

57. TERMINATION FOR DEFAULT:

The performance of Work under the Contract may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of the Contract.

The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Director of Purchasing in her sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Purchasing or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of the Contract prices.

Such purchases shall be deducted from Contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the Contract for convenience.

58. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City Director of Purchasing may at his discretion, cancel the Contract for the convenience of the City.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

59. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

60. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the Contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

61. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

62. EXTRA WORK:

The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Amendment to the Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

63. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the Contract.

64. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

65. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

66. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

67. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

68. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the Contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The Contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party thereto.

The City's Director of Purchasing or written designee shall have authority to act on behalf of the City in matters related to the Contract, including but not limited to the sending and receiving of any notices required hereunder.

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FORMS AND SUBMITTAL DOCUMENTS

Bidder's Name: Asphalt Recycling, Inc.

BID PRICE FORM

You are invited to Bid on the following:	Full Depth Reclamation of Asphalt Streets

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
1.	3	EA	Mobilization and Demobilization per job	$ 1200	$ 3600
2.	6,000	SY	Full Depth Reclamation of Existing Pavement & Base, estimated quantity less than 10,000 square yards per job	$ 2.85	$ 17100
3.	20,000	SY	Full Depth Reclamation of Existing Pavement & Base, estimated quantity greater than 10,000 square yards per job	$ 2.85	$ 57000
4.	2,000	CY	Excavation and Material Removal from Project Site, per cubic yard	$ 7.00	$ 14000
5.	45,000	GAL	Asphalt Emulsion for Base Stabilization, per gallon	$ 2.35	$ 105750
6.	10	EA	Adjustment of Manhole Ring to Proper Grade	$ 240	$ 2400
7.	10	EA	Adjustment of Valve Box to Proper Grade	$ 75	$ 750
8.	300	TN	Limerock Base Material, per ton	$ 17	$ 5100
9.	180	TN	Cement for soil cement roads, per ton	$ 145	$ 26100
10.	180	TN	Cement when using emulsion, per ton	$ 145	$ 26100
11.	10	TN	Cement, small quantities, per ton	$ 300	$ 3000
12.	300	TN	Graded Crushed Concrete Aggregate Base Material, per ton	$ 16.00	$ 4800

Sub-total (this page) $ 265,700

Bidder Initials TB

Bidder's Name: Asphalt Recycling, Inc.

BID PRICE FORM

You are invited to Bid on the following:	Full Depth Reclamation of Asphalt Streets

Item No.	Quantity	Unit	Description	Unit Price	Total
13.	240	HR	Flagman with Radio, per hour	$ 20	$ 4800
14.	60	HR	Off-Duty Police Officer for Traffic Control, per hour	$ 45	$ 2700

Total Bid (this page) $ 7500

TOTAL BID (all items) $ 273,200.00

Bidder Initials KB

1. FOB Point **Destination**
2. Discount Payment Terms (if any): None %, if paid within None days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
   ___ Yes ✓ No
4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ✓ Yes ___ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bid, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, collusion or fraud with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Asphalt Recycling, Inc.
NAME OF BUSINESS

BY: Theodore W Bitomski Sr.
SIGNATURE

Theodore W. Bitomski, President
NAME & TITLE, TYPED OR PRINTED

P.O. Box 510875
MAILING ADDRESS

Melbourne Beach, FL 32951
CITY, STATE, ZIP CODE

(321) 632-6552
TELEPHONE NUMBER

(321) 632-6395
FAX NUMBER

asphaltrecycling inc@gmail.com
E-MAIL ADDRESS

State of Florida
County of Brevard

Sworn to (or affirmed) and subscribed before me this 15 day of Nov, 2011, by Theodore Bitomski

Janet L. King
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification yes

Type: FLDL

Company Tax ID # 65-0086402
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

NOTARY PUBLIC STATE OF FLORIDA

Janet L. King
Notary Public - State of Florida
Commission # DD 902474
My Commission exp. June 28, 2013
Bonded Thru Notary Public Underwriters

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB12-0022/TM:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Theodore W Bitomski
SIGNATURE

Theodore W. Bitomski, President
NAME & TITLE, TYPED OR PRINTED

Asphalt Recycling, Inc.
NAME OF BUSINESS

P.O. Box 510875
MAILING ADDRESS

Melbourne Beach, FL 32951
CITY, STATE, ZIP CODE

PHONE: (321) 632-6552

FAX: (321) 632-6395

E-MAIL: asphaltrecyclinginc@gmail.com

State of Brevard Florida
County of Brevard

Sworn to (or affirmed) and subscribed before me this 29 day of November, 2011, by Theodore W Bitomski, President

Amanda N Whitmire
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification: B352-819-33-427-0

Type of Identification: Driver License

AMANDA N. WHITMIRE Notary Public - State of Florida My Comm. Expires Nov 28, 2014 Commission # EE 45047

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: X Secondary Supplier: _____

This contract is for: All Item Numbers: X or Item Numbers: _____

INITIAL CONTRACT TERM: 1/23/12 to 1/22/13

ACCEPTANCE:
PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

By: Rhonda S. Ulmer
Director of Purchasing

RHONDA S. ULMER, C.P.M., CPPO, FCCN

Date: January 23, 2011

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only

Assistant City Attorney
ORLANDO, FLORIDA

Date: January 20, 2011

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** Asphalt Recycling, Inc.
   Address of Principal Place of Business: 250 Paint St
   City/State/Zip: Rockledge, FL 32955
   Phone: 321-632-6552 Fax: 321-632-6395
   Name of primary Contact: Theodore Bitomski Email: asphaltrecyclinginc@gmail.com

2. **TYPE OF ORGANIZATION:**

   ____ Sole Proprietorship ____ Partnership ____ Non-Profit

   ____ Joint Venture ✓ Corporation ____ Other: ____

   State of Formation: Florida

   Federal ID # 65-0086402 DUNS # 832795363
   (The City only requires Company Tax ID Number.
   The City is not requesting individual social security numbers).

3. **EMERGENCY CONTACT PERSON:** Theodore Bitomski
   Phone: 321-632-6552 Fax: 321-632-6395 Cell: 321-403-6346

4. **INSURANCE COMPANY NAME:** Auto-Owners Insurance
   Agent Contact: Brown + Brown Phone: 321-757-8686 x 117

5. **EXPERIENCE:**
   A. Years in business: 23
   B. Years in business under this name: 23
   C. Years performing this type of work: 48

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	Type of Work	City Certified M/WBE (Y or N)	City M/WBE Number
Labor Ready	Traffic Control	N	N/A
RJ + Son Equipment	Trucking	N State of Florida	287-295-187

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: N/A

B. Address of local service center: N/A

C. County local service center is located in: N/A

D. Contact: N/A Telephone number: N/A

8. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: 100 %

B. Is your product packaged/shipped in material containing recycled content? Yes ____ No X

C. Is your product recyclable after it has reached its intended end use? Yes X No ____

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:
Name: City of Sanford
Address: 800 Fulton St, Sanford, FL 32771
Telephone No.:: 407-688-5080 Fax No.: 407-688-5081
Contact: Tom George
E-mail: GeorgeT@SanfordFL.gov

Reference #2:
Name: Indian River County
Address: 4550 41ST St, Vero Beach, FL 32967
Telephone No.:: 772-770-5085 Fax No.: 772-569-7213
Contact: Terry Cook
E-mail: T.Cook@IRC.gov.com

Reference #3:
Name: Osceola County Road + Bridge
Address: 2350 Kissimmee Park Rd, St. Cloud, FL 34769
Telephone No.:: 407-892-3110 Fax No.: 407-892-7106
Contact: Dave Collins
E-mail: DCol2@Osceola.gov

Reference #4:
Name: Seminole County Pavement Management
Address: 520 West Lake Mary Blvd, Suite 200, Sanford, FL 32773
Telephone No.:: 407-665-2839 Fax No.: 407-665-5772
Contact: Harry Raysin
E-mail: hraysinpbs+j@seminolecountyFL.gov

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

RECLAMATION MACHINE

	MODEL/YEAR	MANUFACTURER	TYPE	CONDITION
1.				
2.				
3.				
4.				
5.				

OTHER EQUIPMENT

	MODEL/YEAR	MANUFACTURER	TYPE	CONDITION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Asphalt Recycling, Inc.

City of Orlando, Florida
Full Depth Reclamation of Asphalt Streets
December 1, 2011

Equipment List

Reclamation Machine

	Model/Year	Manufacturer	Type	Condition
1.	500/1991	CMI	Reclaimer	Good
2.	650-B/2002	CMI	Reclaimer	Good
3.	500-C/2003	CMI	Reclaimer	Good
4.	600/2006	CMI	Reclaimer	Good

Other Equipment

	Model/Year	Manufacturer	Type	Condition
1.	CV713/2007	Mack	Dump Truck	Good
2.	FL80/2000	Freightliner	Dump Truck	Good
3.	FL8000/1993	Ford	Water Truck	Good
4.	LT9000/2001	Sterling	Water Truck	Good
5.	CH613/2002	Mack	Water Truck	Good
6.	TR225B/1995	CMI	Trimmer	Good
7.	12H/2005	Cat	Grader	Good
8.	672GP/2010	John Deere	Grader	Good
9.	672GP/2011	John Deere	Grader	Good
10.	SV400/1998	Sakai	Roller	Good
11.	R2H/2002	Sakai	Roller	Good
12.	C-530AH/1996	Hypac	Roller	Good
13.	C-530AH/1997	Hypac	Roller	Good
14.	Tru Pac 915/2002	Rosco	Roller	Good
15.	SV400/2002	Sakai	Roller	Good
16.	CS142/2005	Dynapak	Roller	Good
17.	3308/2009	Hamm	Roller	Good
18.	3308/2010	Hamm	Roller	Good
19.	6024/1997	Kawasaki	Loader	Good
20.	6024/2001	Kawasaki	Loader	Good
21.	6024/2008	Kawasaki	Loader	Good
22.	444/2011	John Deere	Loader	Good
23.	6HB-8B/1996	Laymor	Sweeper	Good
24.	6HB-8B/1997	Laymor	Sweeper	Good
25.	6HC/2000	Laymor	Sweeper	Good
26.	2000P/1995	HTC	Shoulder Machine	Good

WRITTEN QUESTION(S) FORM:



Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB12-0022/TM **DATE SUBMITTED:** _____

SOLICITATION TITLE: Full Depth Reclamation of Asphalt Streets

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated November 22, 2011

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Asphalt Recycling, Inc
Company

Theodore W Bitomski
Signature Theodore W. Bitomski

President
Title

"NO BID" RESPONSE
TO
INVITATION FOR BID

CITY OF ORLANDO, FLORIDA
PURCHASING AND MATERIALS MANAGEMENT DIVISION
City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801

We have received Invitation for Bid No. **IFB12-0022/TM**, opening at **2:00 p.m., Local Time, City of Orlando, FL,** on **Thursday, December 1, 2011.**

Reason for not bidding:_____

_____

_____

_____

BY: _____
Signature

_____
Name & Title, Typed or Printed

_____
Company Name

RESOLUTION NO. 2016-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 07/15/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	001-0000-389.99-50		General Fund Reserves	$ 6,081,630	$ 6,726,000	$ 6,926,000	$ 6,926,000
$ 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
$ 200,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	001-3510-541.63-00	PWPAVE	Capital Infrastructure	$ 1,635,000	$ 2,340,883	$ 2,540,883	$ 595,887
$ 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
$ 200,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Asphalt to Repave Fiske Blvd from Highland to Dixon. Agenda 16-309

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/26/16 *RESOLUTION #:* 2016-76

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

7/15/16	Lea Taylor (Digitally signed by Lea Taylor)	7/15/16	Lea Taylor (Digitally signed by Lea Taylor, Date: 2016.07.15 15:00:40 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/15/16	Everett J. Wegerif	7/15/16	Lora Howell (Digitally signed by Lora Howell, Date: 2016.07.15 15:27:12 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-313	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $200,000 for the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve the resolution amending the 2016 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Tab Asphalt Goodson Renewal Budget Resolution FY 2016.1.pdf AF-PW-3510 Fiske Blvd Recycle (7-26-16) -Agenda 16-313.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director
Requested Action:
Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $200,000 for the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve the resolution amending the 2016 budget.

BACKGROUND:

Fiske Blvd is an Urban Minor Arterial road that has 8260 vehicles per day traveling on it. (SCTPO 2016 Traffic Counts). Vehicles include automobiles, trucks and buses. Poor base material, numerous utility cuts and heavy traffic has caused the base to fail. In conjunction with the Full Depth Reclamation project, this project will provide for a 2 inch asphalt overlay as well as striping over the newly constructed base from Dixon Boulevard to Highland Avenue. This is phase 1 of a 3 phase project to completely reconstruct Fiske Boulevard from Dixon Boulevard to State Road 520.

STRATEGIC PLAN CONNECTION:

Reconstruction of Fiske Boulevard is an action item within the strategic plan as identified within the community development (redevelopment of the City's core) strategic issue. A neighborhood improvement plan is being developed for the Fiske Corridor that is targeted at addressing the neighborhood conditions due to a long period of disinvestment and decline. The condition of the Fiske Boulevard, specifically the roadway, is a central component of the items being considered in the plan. The reconstruction of Fiske Boulevard is the catalytic project within Fiske Neighborhood Improvement Plan.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

From:

Amount Requested	$ 200,000
Account Number	001-0000-389.99-50
Account Name	General Fund Reserves

To:

Amount Requested	$ 200,000
Account Number	001-3510-541.63-00 PROJECT #PWPAVE
Account Name	Capital Infrastructure

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $200,000 for the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve the resolution amending the 2016 budget.

Primary, Secondary, Third		OHL Community Asphalt			V.A. Paving			Good IV - TLC, Inc.		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$119.44 Ton	$125.21 Ton	$135.74 Ton	$72.21 Ton	$104.21 Ton	$125.21 Ton	$76.05 Ton	$120.81 Ton	$180.21 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$107.35 Ton	$125.21 Ton	$117.54 Ton	$71.21 Ton	$103.21 Ton	$120.21 Ton	$75.87 Ton	$120.50 Ton	$180.71 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$175.21 Ton			$181.21 Ton			NO BID		
Friction Course FC-9 5	Vendor Delivered, Vendor Placed	$155.21 Ton			$94.06 Ton			$120.21 Ton		
Friction Course FC 12 5	Vendor Delivered, Vendor Placed	$140.21 Ton			$93.21 Ton			$120.21 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$295.21 Ton			$370.21 Ton			$520.21 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$495.21 Ton			$270.21 Ton			$310.21 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$290.21 Ton			$195.21 Ton			$255.21 Ton		
TACK FOB Gallon	FOB GALLON	$4.98 Gal			$4.00 Gal			$9.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.60 SY			$0.65 SY			$0.70 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$0.60 SY			$1.00 SY			$0.84 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$145.00 Ton	$4.00 SY		$300.00 Ton	$3.00 SY		$175.00 Ton	$1.75 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9 5	FOR PICK UP	$80.21 Ton			$57.71 Ton			$77.26 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$0.28 L.F.			$1.85 L.F.			$4.05 L.F.		
Night Work	Cost per ton	$3.00			$8.00			$16.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$3.55 SY			$5.00 SY			$6.15 SY		
	SY $2,501 - 5,000	$3.00 SY			$2.50 SY			$3.40 SY		
	SY 5,001 to 15,000	$2.50 SY			$1.75 SY			$3.05 SY		
	SY 15,001 and over	$2.00 SY			$1.50 SY			$2.45 SY		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above

Brevard COUNTY
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile: (321) 617-7391

April 28, 2016

Ms. Debra Mallard
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926
Email: vapave@aol.com

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Ms. Mallard:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16** to **06/21/17**.

If V.A. Paving, Inc.. is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering

Leslie Rothering
Purchasing Manager

☒ ACCEPTED / ☐ REJECTED

Signature

Debra Mallard

Name

President

Title

321-636-2565

Phone

debra.mallard@vapaving.com

E-mail address

4/29/16

Date

cc: file

Brevard County
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile: (321) 617-7391

April 28, 2016

Mr. Travis Goodson
Good IV - TLC, Inc.
5020 Nova Avenue
Rockledge, FL 32955
Email: goodsonpaving@bellsouth.net

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Mr. Goodson:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16 to 06/21/17**.

If Good IV - TLC, Inc., is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering

Leslie Rothering
Purchasing Manager

☒ ACCEPTED // ☐ REJECTED

Signature _____ Name _____

Member

Title _____ Phone _____

goodson paving @ bellsouth .net

E-mail address _____ Date _____

cc: file

Brevard COUNTY
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile (321) 617-7391

April 28, 2016

Mr. Brian Beetle
Community Asphalt Corp.
2975 Industrial Blvd.
Vero Beach, FL 32967
Email: bbeetle@cacorp.net

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Mr. Beetle:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16 to 06/21/17**.

If Community Asphalt Corp., is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering
Purchasing Manager

☐ ACCEPTED // ☒ REJECTED

Signature

Brian Beetle
Name

Brian Beetle, Vice President / GM
Title

772-346-1760
Phone

E-mail address

5/4/16
Date

cc: file

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
June 10, 2015
BID# B-4-15-57/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	EST. AWARDED ANNUAL VALUE
OHL, Community Asphalt	**YES**	**SEE ATTACHED TABULATION**	**$3,000,000 Based on year one projections**
VA Paving	**YES**	**SEE ATTACHED TABULATION**	**Projects to be awarded on project by project basis based on attached tabulation.**
Good IV - TLC, Inc.	**YES**	**SEE ATTACHED TABULATION**	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Teresa Camarata / J Abbate
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director/
Frank Abbate, Assistant County Manager

☒ Award to Overall Lowest, most Responsive, minimum three bids received.
44 Suppliers were notified through OnVia DemandStar resulting in eight (8) plan-holders and three responsive bids.

☐ Award to other than low, with low bid being non-responsive: (copy to Manager)
REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Jon McLester, Purchasing Supervisor; and Bruce Black, Public Works Construction Manager.

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE 06/22/15 ENDING DATE 06/21/16
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) 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. (On file for both vendors)
☐ Please provide performance and payment bonds as required. (performance bonds will be required for individual projects exceeding $100,000
☐ OTHER:

LR

Bid B-4-15-57/Asphaltic Concrete
Opening Date and Time: May 14, 2015 @ 2:00 p.m.
Posted: May 28, 2015 @ 2:30 p.m. through June 4, 2015 @ 5:00 p.m.

BID TABULATION

Primary, Secondary, Third		OHL Community Asphalt			V.A. Paving			Good IV - TLC, Inc.		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS	ROAD PAVING	PARKING LOTS	BIKE PATHS	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$124.23 Ton	$130.00 Ton	$140.53 Ton	$77.00 Ton	$109.00 Ton	$130.00 Ton	$80.84 Ton	$125.60 Ton	$185.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$112.14 Ton	$130.00 Ton	$122.33 Ton	$76.00 Ton	$108.00 Ton	$125.00 Ton	$80.66 Ton	$125.30 Ton	$185.50 Ton
FRICTION COURSE		ROAD PAVING			ROAD PAVING			ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$180.00 Ton			$186.00 Ton			NO BID		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$160.00 Ton			$98.85 Ton			$125.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$145.00 Ton			$98.00 Ton			$125.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$300.00 Ton			$375.00 Ton			$525.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$500.00 Ton			$275.00 Ton			$315.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$295.00 Ton			$200.00 Ton			$260.00 Ton		
TACK FOB Gallon	FOB GALLON	$4.98 Gal			$4.00 Gal			$9.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.60 SY			$0.65 SY			$0.70 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$0.60 SY			$1.00 SY			$0.84 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$145.00 Ton	$4.00 SY		$300.00 Ton	$3.00 SY		$175.00 Ton	$1.75 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$85.00 Ton			$62.50 Ton			$82.05 Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	$0.28 L.F.			$1.85 L.F.			$4.05 L.F.		
Night Work	Cost per ton	$3.00			$8.00			$16.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$3.55 SY			$5.00 SY			$6.15 SY		
	SY $2,501 - 5,000	$3.00 SY			$2.50 SY			$3.40 SY		
	SY 5,001 to 15,000	$2.50 SY			$1.75 SY			$3.05 SY		
	SY 15,001 and over	$2.00 SY			$1.50 SY			$2.45 SY		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above.

COPY

SUBMIT BIDS TO:		INVITATION TO BID
PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL. 32940	Brevard County Purchasing Services	Bid Acknowledgment

PROCUREMENT ANALYST: PHONE (321) 617-7390 Jonathan McLester, CPPO, CPPB	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	BID TITLE: Asphaltic Concrete	BID NUMBER	BID OPENING DATE & TIME
April 23, 2015		B-4-15-57	May 14, 2015 at 2:00 p.m.

PRE BID DATE, TIME AND LOCATION: ☐ Mandatory ☒ Non-Mandatory
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS
Good IV - TLC INC.
5020 NOVA AVENUE
ROCKLEDGE, FL. 32955

TELEPHONE NUMBER/TOLL FREE NUMBER:
PH: 321-632-4340
FAX: 321-631-9241

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
20-2388791

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X [signature]
AUTHORIZED SIGNATURE (MANUAL)
TRAVIS Goodson
TYPED NAME
VICE PRESIDENT — 5/14/15
TITLE — DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14th day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

[signature] — Florida
Notary Signature — State

KRISTINE IGNAZITO
MY COMMISSION # FF 020574
EXPIRES: June 19, 2017
Bonded Thru Budget Notary Services

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and FEID number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of s. 119.07 (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

    COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

    BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

    VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

    USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

    HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

    QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

    RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug-free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice 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 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** 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 or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person

designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids that are received by fax are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or, in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders 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.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. RIGHT TO AUDIT RECORDS: In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. UNAUTHORIZED ALIEN WORKS: Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. FLORIDA PUBLIC RECORDS LAW:

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information that it deems is exempt under Florida/federal law, and identify the statute by number that exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

~~53. LOCAL PREFERENCE:~~

~~The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County will be given preference through the current procedures established by the resolution as amended. Businesses with an established and permanent physical location within Brevard County having a responsive and responsible bid within 5% of the lowest responsive and responsible non local bid shall be given an opportunity to match the low bid. It is understood that the preference applied with the bid is for the Brevard County Board of County Commissioners only, and is valid only for the bid specified. The bidder also understands that failure to maintain the requirements of the Local Vendor Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: http://www.brevardcounty.us/CentralServices/Purchasing.~~

54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. COUNTY SEAL:

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

56. TIE BIDS: Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. VENDOR COMPLAINTS AND DISPUTES:

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. Posting of Award Notices

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. Proceedings

A. Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements during Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
SPECIAL CONDITIONS
BID #B-4-15-57

PURPOSE

1. Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

   Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

2. The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for up to two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

PRICE ADJUSTMENTS (Increase/Decrease)

3. If price adjustments are required, FDOT Specs, Section 9-2.1.1 will be followed.

INFORMATION OR CLARIFICATION

4. For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

   Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

RECEIVING OF BIDS

5. Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than 2:00 p.m. on May 14, 2015**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

   Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one (1) copy on paper, plus one (1) compact discs (CD).

   Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is <u>not</u> delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must**

be accepted in Purchasing Services no later than the ITBP closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

PRE-BID MEETING

6. A pre-bid meeting shall be held on May 6, 2015 at 9:00 a.m. located at the Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303, Purchasing Conference Room, Viera, FL 32940. Interested Vendors are encouraged to attend this meeting.

☐ **Mandatory** ☒ **Non-Mandatory**

AWARD

7. Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

LOCAL PREFERENCE NOT A FACTOR

8. Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
SPECIFICATIONS
BID #B-4-15-57

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which

existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5 and FC12.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

    If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their

own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 30,000; Superpave 12.5 – 12,000; FC 12.5 15,000.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-15-57

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 vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor 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 specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor 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 covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor 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 vendor 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 Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor 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 certificates of insurance 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 vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

REFERENCE FORM
ASPHALTIC CONCRETE
BID # B-4-15-57

REFERENCES - PROJECTS

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder'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 NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client City of Cocoa, Florida
   Date of Services: 2008-2015
   Description of Services: Asphalt Milling & Paving; Curb & Gutter Repair
   Contact Person: Mike Giorgio
   Address 155 N. Wilson Avenue
   Cocoa, Florida 32926
   Telephone Number: 321-433-8770
   Email mgiorgio@cocoafl.org Fax 321-504-0922

2. Customer/Client W & J Construction, Inc.
   Date of Services: 2006-2015
   Description of Services: Paving
   Contact Person: Erik Costin - Vice President
   Address 1038 Harvin Way - Suite 120
   Rockledge, FL. 32955
   Telephone Number: 321-632-7660
   Email erik@wjconstruction.com Fax 321-632-5927

3. Customer/Client City of Indian Harbour Beach, Florida
   Date of Services: 2009-2015
   Description of Services: Asphalt Milling & Paving
   Contact Person: Tod Scaldo
   Address 2055 South Patrick Drive
   Indian Harbour Beach, Florida 32937
   Telephone Number: 321-773-3181
   Email tscaldo@indianharbour.org Fax 321-773-5080

4. Customer/Client
   Date of Services:
   Description of Services:
   Contact Person:
   Address
   Telephone Number:
   Email Fax

5. Customer/Client
   Date of Services:
   Description of Services:
   Contact Person:
   Address
   Telephone Number:
   Email Fax

VENDOR NAME Good II - TLC, Inc.
ADDRESS 5020 Nova Avenue Rockledge, FL. 32955
PRINTED SIGNATURE Travis Goodson - Vice President
AUTHORIZED SIGNATURE
PHONE # 321-632-4340 FAX# 321-631-9241 DATE 5/14/15
EMAIL: goodsonpaving@bellsouth.net

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

TRAVIS Goodson
(printed name)

VICE PRESIDENT
(title)

Emergency/24 hour Phone Number(s) 321-749-3263 / 321-508-6673

Office Phone Number 321-632-4340 Home Phone Number N/A

Pager Number N/A Cellular Phone Number 321-749-3263-TRAVIS Goodson 321-508-6673-CHRIS BRUNAIS

Nearest Branch Office Phone Number 321-632-4340

and location 5020 NOVA AVENUE ROCKLEDGE, FL. 32955

Fax Number 321-631-9241 Date 5/14/15

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ **80.84** Ton	$ **125.60** Ton	$ **185.00** Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ **80.66** Ton	$ **125.30** Ton	$ **185.50** Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ **NO BID** Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ **125.00** Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ **125.00** Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ **525.00** Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ **315.00** Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ **260.00** Ton		
TACK FOB Gallon	FOB GALLON	$ **9.50** Gal		
PRIME	Vendor Delivered, Vendor Placed	$ **.70** SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ **.84** SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ **175.00** Ton	$ **1.75** SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ **82.05** Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 4.05 L.F.**		
Night Work	Cost per ton	$ **16.00**		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ **6.15** SY		
	SY $2,501 - 5,000	$ **3.40** SY		
	SY 5,001 to 15,000	$ **3.05** SY		
	SY 15,001 and over	$ **2.45** SY		

Plant Locations: **5020 NOVA AVENUE ROCKLEDGE, FL. 32955**

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? **X** Yes / ____ No

Addendum Acknowledgment:

Add. No. **1** Dated **5/12/15** / Add. No. ____ Dated ____

Add. No. ____ Dated ____ / Add. No. ____ Dated ____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-15-57

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss 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, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

NOT APPLICABLE

Does your company accept payment via ACH? _____YES / **X** NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR **GOOD IV - TLC, INC.**

ADDRESS **5020 NOVA AVENUE ROCKLEDGE, FL. 32955**

AUTHORIZED SIGNATURE

PRINTED SIGNATURE **TRAVIS GOODSON - VICE PRESIDENT** DATE **5/14/15**

TELEPHONE # **321-632-4340** FAX # **321-631-9241**

Brevard COUNTY
Central Services

Florida's Space Coast

CENTRAL SERVICES GROUP
PURCHASING SERVICES
Brevard County Government Center
2725 Judge Fran Jamieson Way,
Bldg. C, Suite C-303
Viera, FL 32940

Telephone (321) 617-7390
Fax (321) 617-7391

Asphaltic Concrete
BID # B-4-15-57
May 12, 2015
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original Bid package for the above mentioned Bid. Please acknowledge receipt of Addendum 1 in space provided on the Bid Schedule. Bidders are requested to acknowledge receipt of this Addendum with their Bid.

CHANGE RESULTING FROM PRE-BID MEETING

The Performance Bond requirement is removed. No Performance Bonds will be required.

The Bid due date and time remains May 14, 2015 at 2:00 p.m.

All other terms and conditions remain unchanged.

Sincerely,

Leslie Rothering

Leslie Rothering, CPPO, CPPB
Purchasing Manager

END OF ADDENDUM NO. 1

"Copy"

SUBMIT BIDS TO: 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: PHONE (321) 617-7390 **Jonathan McLester, CPPO, CPPB**	**AN EQUAL OPPORTUNITY EMPLOYER** **FLORIDA TAX EXEMPT #85-8012621749C-1** **FEDERAL TAX EXEMPT #59-6000523**	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	**BID TITLE**: Asphaltic Concrete	**BID NUMBER**	**BID OPENING DATE & TIME**
April 23, 2015		**B-4-15-57**	**May 14, 2015 at 2:00 p.m.**

PRE BID DATE, TIME AND LOCATION: ☐ **Mandatory** ☒ **Non-Mandatory**
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL FREE NUMBER:
321-636-2565

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
59-2147362

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X Debra Mallard

AUTHORIZED SIGNATURE (MANUAL)
Debra Mallard
TYPED NAME
President 5/14/15
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14 day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

Tracey L Zwolensky FL
Notary Signature State

TRACEY L. ZWOLENSKY
Commission # FF 190428
Expires May 15, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	N/A
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	N/A

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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and FEID number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of s. 119.07 (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

    COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

    BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

    VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

    USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

    HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

    QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

    RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug-free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice 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 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** 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 or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person

designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids that are received by fax are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or, in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders 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.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. **UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:**

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information that it deems is exempt under Florida/federal law, and identify the statute by number that exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

53. ~~**LOCAL PREFERENCE:**~~

~~The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County will be given preference through the current procedures established by the resolution as amended. Businesses with an established and permanent physical location within Brevard County having a responsive and responsible bid within 5% of the lowest responsive and responsible non local bid shall be given an opportunity to match the low bid. It is understood that the preference applied with the bid is for the Brevard County Board of County Commissioners only, and is valid only for the bid specified. The bidder also understands that failure to maintain the requirements of the Local Vendor Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: http://www.brevardcounty.us/CentralServices/Purchasing.~~

54. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. **COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

56. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. **VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. **Posting of Award Notices**

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. **Proceedings**

A. Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. **Stay of Procurements during Protests**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
SPECIAL CONDITIONS
BID #B-4-15-57

PURPOSE

1. Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

   Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

2. The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for up to two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

PRICE ADJUSTMENTS (Increase/Decrease)

3. If price adjustments are required, FDOT Specs, Section 9-2.1.1 will be followed.

INFORMATION OR CLARIFICATION

4. For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

   Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

RECEIVING OF BIDS

5. Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than 2:00 p.m. on May 14, 2015**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

   Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one (1) copy on paper, plus one (1) compact discs (CD).

   Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must**

be accepted in Purchasing Services no later than the ITBP closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

PRE-BID MEETING

6. A pre-bid meeting shall be held on May 6, 2015 at 9:00 a.m. located at the Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303, Purchasing Conference Room, Viera, FL 32940. Interested Vendors are encouraged to attend this meeting.

☐ **Mandatory** ☒ **Non-Mandatory**

AWARD

7. Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

LOCAL PREFERENCE NOT A FACTOR

8. Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
SPECIFICATIONS
BID #B-4-15-57

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which

existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5 and FC12.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. LIQUIDATED DAMAGES
    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS
    If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their

own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 30,000; Superpave 12.5 – 12,000; FC 12.5 15,000.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-15-57

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 vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor 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 specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor 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 covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor 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 vendor 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 Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor 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 certificates of insurance 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 vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

REFERENCE FORM
ASPHALTIC CONCRETE
BID # B-4-15-57

REFERENCES - PROJECTS

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder'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 NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client Brevard County
   Date of Services:
   Description of Services: Asphalt Overlay
   Contact Person: Bruce Black
   Address 2725 Judge Fran Jamieson Way
   Viera, FL 32940
   Telephone Number: 321-690-6815
   Email Bruce.Black@brevardcounty.us Fax 321-690-6841

2. Customer/Client Cape Canaveral Air Force Station
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Linda Brantley
   Address 45 CONS/LGCAC 14640 Hangar Rd/CCAFS Bldg 1704/Room 2132B/MS 2037
   Patrick AFB, FL 32925
   Telephone Number: 321-853-0875
   Email linda.brantley@us.af.mil Fax 321-853-4241

3. Customer/Client Patrick Air Force Base
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Patricia Bates
   Address 45 CONS/LGCAB 1201 Edward H White II St Bldg 423/Room C202/MS 7200
   Patrick AFB, FL 32925
   Telephone Number: 321-494-5229
   Email patricia.bates@us.af.mil Fax 321-494-6193

4. Customer/Client Florida Department of Transportation
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Jim Boughanem
   Address 555 Camp Rd
   Cocoa, FL 32926
   Telephone Number: 321-624-6086
   Email Jim.Boughanem@dot.state.fl.us Fax 321-634-6036

5. Customer/Client Airport Engineering Co., Inc
   Date of Services:
   Description of Services: Asphalt Resurfacing
   Contact Person: Brian Pendleton
   Address 3612 McLean Ave.
   Rockledge FL 32955
   Telephone Number: 321-427-1661
   Email aec633@yahoo.com Fax 613-297-1886

VENDOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Drive Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
PHONE # 321-636-2565 FAX# 321-631-4541 DATE 05/14/15
EMAIL: vapave@aol.com

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Debra Mallard
(printed name)

President
(title)

Emergency/24 hour Phone Number(s) Al-321-302-3181 Josh-321-302-6078

Office Phone Number 321-636-2565 Home Phone Number 321-302-2773

Pager Number N/A Cellular Phone Number 321-302-3181

Nearest Branch Office Phone Number 321-636-2565

and location 2955 Lake Drive Cocoa, FL 32926

Fax Number 321-631-4541 Date 5/14/15

STATEMENT OF NO BID
ASPHALTIC CONCRETE
BID # B-4-15-57

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

WE the undersigned have declined to bid on your Bid No. B-4-15-57 for the following reasons:

_____Specifications too "tight," i.e. geared toward one brand or Manufacturer only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Services Office.

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 77.00 Ton	$ 109.00 Ton	$ 130.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 76.00 Ton	$ 108.00 Ton	$ 125.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 186.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 98.85 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 98.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 375.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 275.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 200.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 4.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ .65 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 300.00 Ton	$ 3.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 62.50 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 1.85 L.F.**		
Night Work	Cost per ton	$ 8.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.00 SY		
	SY $2,501 - 5,000	$ 2.50 SY		
	SY 5,001 to 15,000	$ 1.75 SY		
	SY 15,001 and over	$ 1.50 SY		

Plant Locations: 800 Cidco Rd Cocoa, FL 32926

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? __X__Yes / _____No

Addendum Acknowledgment:

Add. No. 1 Dated 5/12/15 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET (Continued)

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discountss 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,

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? X YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR V.A. Paving, Inc.

ADDRESS 2955 Lake Drive Cocoa, FL 32926

AUTHORIZED SIGNATURE Debra Mallard

PRINTED SIGNATURE Debra Mallard DATE 5/14/15

TELEPHONE # 321-636-2565 FAX # 321-631-4541

Brevard COUNTY
Central Services

Florida's Space Coast

CENTRAL SERVICES GROUP
PURCHASING SERVICES
Brevard County Government Center
2725 Judge Fran Jamieson Way,
Bldg. C, Suite C-303
Viera, FL 32940

Telephone (321) 617-7390
Fax (321) 617-7391

Asphaltic Concrete
BID # B-4-15-57
May 12, 2015
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original Bid package for the above mentioned Bid. Please acknowledge receipt of Addendum 1 in space provided on the Bid Schedule. Bidders are requested to acknowledge receipt of this Addendum with their Bid.

CHANGE RESULTING FROM PRE-BID MEETING

The Performance Bond requirement is removed. No Performance Bonds will be required.

The Bid due date and time remains May 14, 2015 at 2:00 p.m.

All other terms and conditions remain unchanged.

Sincerely,

Leslie Rothering

Leslie Rothering, CPPO, CPPB
Purchasing Manager

END OF ADDENDUM NO. 1

COPY

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

SUBMIT BIDS TO: 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: PHONE (321) 617-7390 **Jonathan McLester, CPPO, CPPB**	**AN EQUAL OPPORTUNITY EMPLOYER** **FLORIDA TAX EXEMPT #85-8012621749C-1** **FEDERAL TAX EXEMPT #59-6000523**	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	**BID TITLE:** Asphaltic Concrete	**BID NUMBER**	**BID OPENING DATE & TIME**
April 23, 2015		**B-4-15-57**	**May 14, 2015 at 2:00 p.m.**

PRE BID DATE, TIME AND LOCATION: ☐ **Mandatory** ☒ **Non-Mandatory**
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS
Community Asphalt Corp
2975 Industrial Blvd
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL FREE NUMBER:
(772) 770-3771

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
59-2023298

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)
Brian Beetle
TYPED NAME
Vice President 5/14/15
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14th day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

Jennifer Bickford Florida
Notary Signature State

Notary Public State of Florida
Jennifer Bickford
My Commission FF 100540
Expires 03/23/2018

My commission expires: 3/23/18
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 124.23 Ton	$ 130.00 Ton	$ 140.53 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 112.14 Ton	$ 130.00 Ton	$ 122.33 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 180.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 160.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 145.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 300.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 295.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 4.98 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 0.60 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 0.60 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 145.00 Ton	$ 4.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 85.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 0.28 L.F.**		
Night Work	Cost per ton	$ 3.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 3.55 SY		
	SY $2,501 - 5,000	$ 3.00 SY		
	SY 5,001 to 15,000	$ 2.50 SY		
	SY 15,001 and over	$ 2.00 SY		

Plant Locations: Vero Beach FL

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? ✓ Yes / _____ No

Addendum Acknowledgment:

Add. No. 1 Dated 5/12/15 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-15-57

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss 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, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? ____YES / X NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Asphalt Corp.

ADDRESS 2975 Industrial Blvd, Vero Beach, FL 32967

AUTHORIZED SIGNATURE [signature]

PRINTED SIGNATURE Brian Beetle DATE 5/14/15

TELEPHONE # (772) 770-3771 FAX # (772) 770-3707

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Brian Beetle
(printed name)

vice President
(title)

Emergency/24 hour Phone Number(s) (772) 201-4717

Office Phone Number (772) 770-3771 Home Phone Number _____

Pager Number _____ Cellular Phone Number (772) 201-4717

Nearest Branch Office Phone Number (772) 770-3771

and location Vero Beach, FL

Fax Number (772) 770-3707 Date 5/14/15

Primary, Secondary, Third		OHL Community Asphalt			V.A. Paving			Good IV - TLC, Inc.		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$119.44 Ton	$125.21 Ton	$135.74 Ton	$72.21 Ton	$104.21 Ton	$125.21 Ton	$76.05 Ton	$120.81 Ton	$180.21 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$107.35 Ton	$125.21 Ton	$117.54 Ton	$71.21 Ton	$103.21 Ton	$120.21 Ton	$75.87 Ton	$120.50 Ton	$180.71 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$175.21 Ton			$181.21 Ton			NO BID		
Friction Course FC-9 5	Vendor Delivered, Vendor Placed	$155.21 Ton			$94.06 Ton			$120.21 Ton		
Friction Course FC 12 5	Vendor Delivered, Vendor Placed	$140.21 Ton			$93.21 Ton			$120.21 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$295.21 Ton			$370.21 Ton			$520.21 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$495.21 Ton			$270.21 Ton			$310.21 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$290.21 Ton			$195.21 Ton			$255.21 Ton		
TACK FOB Gallon	FOB GALLON	$4.98 Gal			$4.00 Gal			$9.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.60 SY			$0.65 SY			$0.70 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$0.60 SY			$1.00 SY			$0.84 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$145.00 Ton	$4.00 SY		$300.00 Ton	$3.00 SY		$175.00 Ton	$1.75 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9 5	FOR PICK UP	$80.21 Ton			$57.71 Ton			$77.26 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$0.28 L.F.			$1.85 L.F.			$4.05 L.F.		
Night Work	Cost per ton	$3.00			$8.00			$16.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$3.55 SY			$5.00 SY			$6.15 SY		
	SY $2,501 - 5,000	$3.00 SY			$2.50 SY			$3.40 SY		
	SY 5,001 to 15,000	$2.50 SY			$1.75 SY			$3.05 SY		
	SY 15,001 and over	$2.00 SY			$1.50 SY			$2.45 SY		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above

Brevard COUNTY
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile: (321) 617-7391

April 28, 2016

Ms. Debra Mallard
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926
Email: vapave@aol.com

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Ms. Mallard:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16** to **06/21/17**.

If V.A. Paving, Inc.. is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering

Leslie Rothering
Purchasing Manager

☒ ACCEPTED / ☐ REJECTED

Signature

Debra Mallard

Name

President

Title

321-636-2565

Phone

debra.mallard@vapaving.com

E-mail address

4/29/16

Date

cc: file

Brevard County
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile: (321) 617-7391

April 28, 2016

Mr. Travis Goodson
Good IV - TLC, Inc.
5020 Nova Avenue
Rockledge, FL 32955
Email: goodsonpaving@bellsouth.net

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Mr. Goodson:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16 to 06/21/17**.

If Good IV - TLC, Inc., is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering

Leslie Rothering
Purchasing Manager

☒ ACCEPTED // ☐ REJECTED

Signature _____ Name _____

Member

Title _____ Phone _____

goodson paving @ bellsouth .net

E-mail address _____ Date _____

cc: file

Brevard COUNTY
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile (321) 617-7391

April 28, 2016

Mr. Brian Beetle
Community Asphalt Corp.
2975 Industrial Blvd.
Vero Beach, FL 32967
Email: bbeetle@cacorp.net

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Mr. Beetle:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16 to 06/21/17**.

If Community Asphalt Corp., is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering
Purchasing Manager

☐ ACCEPTED // ☒ REJECTED

Signature

Brian Beetle
Name

Brian Beetle, Vice President / GM
Title

772-346-1760
Phone

E-mail address

5/4/16
Date

cc: file

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
June 10, 2015
BID# B-4-15-57/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	EST. AWARDED ANNUAL VALUE
OHL, Community Asphalt	**YES**	**SEE ATTACHED TABULATION**	**$3,000,000 Based on year one projections**
VA Paving	**YES**	**SEE ATTACHED TABULATION**	**Projects to be awarded on project by project basis based on attached tabulation.**
Good IV - TLC, Inc.	**YES**	**SEE ATTACHED TABULATION**	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Teresa Camarata / J Abbate
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director/
Frank Abbate, Assistant County Manager

☒ Award to Overall Lowest, most Responsive, minimum three bids received.
44 Suppliers were notified through OnVia DemandStar resulting in eight (8) plan-holders and three responsive bids.

☐ Award to other than low, with low bid being non-responsive: (copy to Manager)
REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Jon McLester, Purchasing Supervisor; and Bruce Black, Public Works Construction Manager.

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE 06/22/15 ENDING DATE 06/21/16
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) 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. (On file for both vendors)
☐ Please provide performance and payment bonds as required. (performance bonds will be required for individual projects exceeding $100,000
☐ OTHER:

LR

Bid B-4-15-57/Asphaltic Concrete
Opening Date and Time: May 14, 2015 @ 2:00 p.m.
Posted: May 28, 2015 @ 2:30 p.m. through June 4, 2015 @ 5:00 p.m.

BID TABULATION

Primary, Secondary, Third		OHL Community Asphalt			V.A. Paving			Good IV - TLC, Inc.		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS	ROAD PAVING	PARKING LOTS	BIKE PATHS	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$124.23 Ton	$130.00 Ton	$140.53 Ton	$77.00 Ton	$109.00 Ton	$130.00 Ton	$80.84 Ton	$125.60 Ton	$185.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$112.14 Ton	$130.00 Ton	$122.33 Ton	$76.00 Ton	$108.00 Ton	$125.00 Ton	$80.66 Ton	$125.30 Ton	$185.50 Ton
FRICTION COURSE		ROAD PAVING			ROAD PAVING			ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$180.00 Ton			$186.00 Ton			NO BID		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$160.00 Ton			$98.85 Ton			$125.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$145.00 Ton			$98.00 Ton			$125.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$300.00 Ton			$375.00 Ton			$525.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$500.00 Ton			$275.00 Ton			$315.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$295.00 Ton			$200.00 Ton			$260.00 Ton		
TACK FOB Gallon	FOB GALLON	$4.98 Gal			$4.00 Gal			$9.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.60 SY			$0.65 SY			$0.70 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$0.60 SY			$1.00 SY			$0.84 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$145.00 Ton	$4.00 SY		$300.00 Ton	$3.00 SY		$175.00 Ton	$1.75 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$85.00 Ton			$62.50 Ton			$82.05 Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	$0.28 L.F.			$1.85 L.F.			$4.05 L.F.		
Night Work	Cost per ton	$3.00			$8.00			$16.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$3.55 SY			$5.00 SY			$6.15 SY		
	SY $2,501 - 5,000	$3.00 SY			$2.50 SY			$3.40 SY		
	SY 5,001 to 15,000	$2.50 SY			$1.75 SY			$3.05 SY		
	SY 15,001 and over	$2.00 SY			$1.50 SY			$2.45 SY		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above.

COPY

SUBMIT BIDS TO:		INVITATION TO BID
PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL. 32940	Brevard County Purchasing Services	Bid Acknowledgment

PROCUREMENT ANALYST: PHONE (321) 617-7390 Jonathan McLester, CPPO, CPPB	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	BID TITLE: Asphaltic Concrete	BID NUMBER	BID OPENING DATE & TIME
April 23, 2015		B-4-15-57	May 14, 2015 at 2:00 p.m.

PRE BID DATE, TIME AND LOCATION: ☐ Mandatory ☒ Non-Mandatory
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS
Good IV - TLC INC.
5020 NOVA AVENUE
ROCKLEDGE, FL. 32955

TELEPHONE NUMBER/TOLL FREE NUMBER:
PH: 321-632-4340
FAX: 321-631-9241

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
20-2388791

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X [signature]
AUTHORIZED SIGNATURE (MANUAL)
TRAVIS Goodson
TYPED NAME
VICE PRESIDENT — 5/14/15
TITLE — DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14th day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

[signature] — Florida
Notary Signature — State

KRISTINE IGNAZITO
MY COMMISSION # FF 020574
EXPIRES: June 19, 2017
Bonded Thru Budget Notary Services

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and FEID number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of s. 119.07 (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

    COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

    BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

    VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

    USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

    HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

    QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

    RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug-free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice 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 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** 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 or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person

designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids that are received by fax are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or, in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders 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.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. RIGHT TO AUDIT RECORDS: In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. UNAUTHORIZED ALIEN WORKS: Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. FLORIDA PUBLIC RECORDS LAW:

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information that it deems is exempt under Florida/federal law, and identify the statute by number that exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

~~53. LOCAL PREFERENCE:~~

~~The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County will be given preference through the current procedures established by the resolution as amended. Businesses with an established and permanent physical location within Brevard County having a responsive and responsible bid within 5% of the lowest responsive and responsible non local bid shall be given an opportunity to match the low bid. It is understood that the preference applied with the bid is for the Brevard County Board of County Commissioners only, and is valid only for the bid specified. The bidder also understands that failure to maintain the requirements of the Local Vendor Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: http://www.brevardcounty.us/CentralServices/Purchasing.~~

54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. COUNTY SEAL:

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

56. TIE BIDS: Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. VENDOR COMPLAINTS AND DISPUTES:

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. Posting of Award Notices

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. Proceedings

A. Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements during Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
SPECIAL CONDITIONS
BID #B-4-15-57

PURPOSE

1. Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

   Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

2. The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for up to two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

PRICE ADJUSTMENTS (Increase/Decrease)

3. If price adjustments are required, FDOT Specs, Section 9-2.1.1 will be followed.

INFORMATION OR CLARIFICATION

4. For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

   Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

RECEIVING OF BIDS

5. Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than 2:00 p.m. on May 14, 2015**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

   Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one (1) copy on paper, plus one (1) compact discs (CD).

   Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is <u>not</u> delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must**

be accepted in Purchasing Services no later than the ITBP closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

PRE-BID MEETING

6. A pre-bid meeting shall be held on May 6, 2015 at 9:00 a.m. located at the Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303, Purchasing Conference Room, Viera, FL 32940. Interested Vendors are encouraged to attend this meeting.

☐ **Mandatory** ☒ **Non-Mandatory**

AWARD

7. Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

LOCAL PREFERENCE NOT A FACTOR

8. Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
SPECIFICATIONS
BID #B-4-15-57

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which

existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5 and FC12.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

    If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their

own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 30,000; Superpave 12.5 – 12,000; FC 12.5 15,000.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-15-57

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 vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor 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 specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor 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 covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor 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 vendor 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 Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor 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 certificates of insurance 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 vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

REFERENCE FORM
ASPHALTIC CONCRETE
BID # B-4-15-57

REFERENCES - PROJECTS

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder'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 NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client City of Cocoa, Florida
   Date of Services: 2008-2015
   Description of Services: Asphalt Milling & Paving; Curb & Gutter Repair
   Contact Person: Mike Giorgio
   Address 155 N. Wilson Avenue
   Cocoa, Florida 32926
   Telephone Number: 321-433-8770
   Email mgiorgio@cocoafl.org Fax 321-504-0922

2. Customer/Client W & J Construction, Inc.
   Date of Services: 2006-2015
   Description of Services: Paving
   Contact Person: Erik Costin - Vice President
   Address 1038 Harvin Way - Suite 120
   Rockledge, FL. 32955
   Telephone Number: 321-632-7660
   Email erik@wjconstruction.com Fax 321-632-5927

3. Customer/Client City of Indian Harbour Beach, Florida
   Date of Services: 2009-2015
   Description of Services: Asphalt Milling & Paving
   Contact Person: Tod Scaldo
   Address 2055 South Patrick Drive
   Indian Harbour Beach, Florida 32937
   Telephone Number: 321-773-3181
   Email tscaldo@indianharbour.org Fax 321-773-5080

4. Customer/Client
   Date of Services:
   Description of Services:
   Contact Person:
   Address
   Telephone Number:
   Email Fax

5. Customer/Client
   Date of Services:
   Description of Services:
   Contact Person:
   Address
   Telephone Number:
   Email Fax

VENDOR NAME Good II - TLC, Inc.
ADDRESS 5020 Nova Avenue Rockledge, FL. 32955
PRINTED SIGNATURE Travis Goodson - Vice President
AUTHORIZED SIGNATURE
PHONE # 321-632-4340 FAX# 321-631-9241 DATE 5/14/15
EMAIL: goodsonpaving@bellsouth.net

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

TRAVIS Goodson
(printed name)

VICE PRESIDENT
(title)

Emergency/24 hour Phone Number(s) 321-749-3263 / 321-508-6673

Office Phone Number 321-632-4340 Home Phone Number N/A

Pager Number N/A Cellular Phone Number 321-749-3263-TRAVIS Goodson 321-508-6673-CHRIS BRUNAIS

Nearest Branch Office Phone Number 321-632-4340

and location 5020 NOVA AVENUE ROCKLEDGE, FL. 32955

Fax Number 321-631-9241 Date 5/14/15

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ **80.84** Ton	$ **125.60** Ton	$ **185.00** Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ **80.66** Ton	$ **125.30** Ton	$ **185.50** Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ **NO BID** Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ **125.00** Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ **125.00** Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ **525.00** Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ **315.00** Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ **260.00** Ton		
TACK FOB Gallon	FOB GALLON	$ **9.50** Gal		
PRIME	Vendor Delivered, Vendor Placed	$ **.70** SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ **.84** SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ **175.00** Ton	$ **1.75** SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ **82.05** Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 4.05 L.F.**		
Night Work	Cost per ton	$ **16.00**		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ **6.15** SY		
	SY $2,501 - 5,000	$ **3.40** SY		
	SY 5,001 to 15,000	$ **3.05** SY		
	SY 15,001 and over	$ **2.45** SY		

Plant Locations: **5020 NOVA AVENUE ROCKLEDGE, FL. 32955**

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? **X** Yes / ____ No

Addendum Acknowledgment:

Add. No. **1** Dated **5/12/15** / Add. No. ____ Dated ____

Add. No. ____ Dated ____ / Add. No. ____ Dated ____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-15-57

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss 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, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

NOT APPLICABLE

Does your company accept payment via ACH? _____YES / **X** NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR **GOOD IV - TLC, INC.**

ADDRESS **5020 NOVA AVENUE ROCKLEDGE, FL. 32955**

AUTHORIZED SIGNATURE

PRINTED SIGNATURE **TRAVIS GOODSON - VICE PRESIDENT** DATE **5/14/15**

TELEPHONE # **321-632-4340** FAX # **321-631-9241**

Brevard COUNTY
Central Services

Florida's Space Coast

CENTRAL SERVICES GROUP
PURCHASING SERVICES
Brevard County Government Center
2725 Judge Fran Jamieson Way,
Bldg. C, Suite C-303
Viera, FL 32940

Telephone (321) 617-7390
Fax (321) 617-7391

Asphaltic Concrete
BID # B-4-15-57
May 12, 2015
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original Bid package for the above mentioned Bid. Please acknowledge receipt of Addendum 1 in space provided on the Bid Schedule. Bidders are requested to acknowledge receipt of this Addendum with their Bid.

CHANGE RESULTING FROM PRE-BID MEETING

The Performance Bond requirement is removed. No Performance Bonds will be required.

The Bid due date and time remains May 14, 2015 at 2:00 p.m.

All other terms and conditions remain unchanged.

Sincerely,

Leslie Rothering

Leslie Rothering, CPPO, CPPB
Purchasing Manager

END OF ADDENDUM NO. 1

"Copy"

SUBMIT BIDS TO: 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: PHONE (321) 617-7390 **Jonathan McLester, CPPO, CPPB**	**AN EQUAL OPPORTUNITY EMPLOYER** **FLORIDA TAX EXEMPT #85-8012621749C-1** **FEDERAL TAX EXEMPT #59-6000523**	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	**BID TITLE**: Asphaltic Concrete	**BID NUMBER**	**BID OPENING DATE & TIME**
April 23, 2015		**B-4-15-57**	**May 14, 2015 at 2:00 p.m.**

PRE BID DATE, TIME AND LOCATION: ☐ **Mandatory** ☒ **Non-Mandatory**
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL FREE NUMBER:
321-636-2565

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
59-2147362

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X Debra Mallard

AUTHORIZED SIGNATURE (MANUAL)
Debra Mallard
TYPED NAME
President 5/14/15
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14 day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

Tracey L Zwolensky FL
Notary Signature State

TRACEY L. ZWOLENSKY
Commission # FF 190428
Expires May 15, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	N/A
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	N/A

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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and FEID number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of s. 119.07 (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Procurement Analyst, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit *one bid only.***
24. **DEFINITIONS:**

    COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

    BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

    VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

    USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

    HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

    QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.

    RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug-free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice 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 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently $35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** 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 or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person

designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

38. **FAX:** Bids that are received by fax are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or, in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders 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.

    Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. **UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:**

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information that it deems is exempt under Florida/federal law, and identify the statute by number that exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

53. ~~**LOCAL PREFERENCE:**~~

~~The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County will be given preference through the current procedures established by the resolution as amended. Businesses with an established and permanent physical location within Brevard County having a responsive and responsible bid within 5% of the lowest responsive and responsible non local bid shall be given an opportunity to match the low bid. It is understood that the preference applied with the bid is for the Brevard County Board of County Commissioners only, and is valid only for the bid specified. The bidder also understands that failure to maintain the requirements of the Local Vendor Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: http://www.brevardcounty.us/CentralServices/Purchasing.~~

54. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. **COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

56. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. **VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. **Posting of Award Notices**

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. **Proceedings**

A. Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. **Stay of Procurements during Protests**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
SPECIAL CONDITIONS
BID #B-4-15-57

PURPOSE

1. Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

   Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

2. The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for up to two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

PRICE ADJUSTMENTS (Increase/Decrease)

3. If price adjustments are required, FDOT Specs, Section 9-2.1.1 will be followed.

INFORMATION OR CLARIFICATION

4. For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email jonathan.mclester@brevardcounty.us . Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

   Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Jon McLester at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

RECEIVING OF BIDS

5. Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than 2:00 p.m. on May 14, 2015**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

   Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one (1) copy on paper, plus one (1) compact discs (CD).

   Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must**

be accepted in Purchasing Services no later than the ITBP closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

PRE-BID MEETING

6. A pre-bid meeting shall be held on May 6, 2015 at 9:00 a.m. located at the Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303, Purchasing Conference Room, Viera, FL 32940. Interested Vendors are encouraged to attend this meeting.

☐ **Mandatory** ☒ **Non-Mandatory**

AWARD

7. Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

LOCAL PREFERENCE NOT A FACTOR

8. Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
SPECIFICATIONS
BID #B-4-15-57

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which

existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5 and FC12.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. LIQUIDATED DAMAGES
    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS
    If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their

own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 30,000; Superpave 12.5 – 12,000; FC 12.5 15,000.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-15-57

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 vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor 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 specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor 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 covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor 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 vendor 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 Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor 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 certificates of insurance 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 vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

REFERENCE FORM
ASPHALTIC CONCRETE
BID # B-4-15-57

REFERENCES - PROJECTS

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder'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 NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client Brevard County
   Date of Services:
   Description of Services: Asphalt Overlay
   Contact Person: Bruce Black
   Address 2725 Judge Fran Jamieson Way
   Viera, FL 32940
   Telephone Number: 321-690-6815
   Email Bruce.Black@brevardcounty.us Fax 321-690-6841

2. Customer/Client Cape Canaveral Air Force Station
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Linda Brantley
   Address 45 CONS/LGCAC 14640 Hangar Rd/CCAFS Bldg 1704/Room 2132B/MS 2037
   Patrick AFB, FL 32925
   Telephone Number: 321-853-0875
   Email linda.brantley@us.af.mil Fax 321-853-4241

3. Customer/Client Patrick Air Force Base
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Patricia Bates
   Address 45 CONS/LGCAB 1201 Edward H White II St Bldg 423/Room C202/MS 7200
   Patrick AFB, FL 32925
   Telephone Number: 321-494-5229
   Email patricia.bates@us.af.mil Fax 321-494-6193

4. Customer/Client Florida Department of Transportation
   Date of Services:
   Description of Services: Underground Utilities, Grading, Base, Paving
   Contact Person: Jim Boughanem
   Address 555 Camp Rd
   Cocoa, FL 32926
   Telephone Number: 321-624-6086
   Email Jim.Boughanem@dot.state.fl.us Fax 321-634-6036

5. Customer/Client Airport Engineering Co., Inc
   Date of Services:
   Description of Services: Asphalt Resurfacing
   Contact Person: Brian Pendleton
   Address 3612 McLean Ave.
   Rockledge FL 32955
   Telephone Number: 321-427-1661
   Email aec633@yahoo.com Fax 613-297-1886

VENDOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Drive Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
PHONE # 321-636-2565 FAX# 321-631-4541 DATE 05/14/15
EMAIL: vapave@aol.com

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Debra Mallard
(printed name)

President
(title)

Emergency/24 hour Phone Number(s) Al-321-302-3181 Josh-321-302-6078

Office Phone Number 321-636-2565 Home Phone Number 321-302-2773

Pager Number N/A Cellular Phone Number 321-302-3181

Nearest Branch Office Phone Number 321-636-2565

and location 2955 Lake Drive Cocoa, FL 32926

Fax Number 321-631-4541 Date 5/14/15

STATEMENT OF NO BID
ASPHALTIC CONCRETE
BID # B-4-15-57

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

WE the undersigned have declined to bid on your Bid No. B-4-15-57 for the following reasons:

_____Specifications too "tight," i.e. geared toward one brand or Manufacturer only (explain below).

_____Insufficient time to respond to the Invitation to Bid.

_____We do not offer this product or equivalent.

_____Our product schedule would not permit us to perform.

_____Specifications unclear (explain below).

_____Remove our company from bid list.

_____Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Services Office.

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 77.00 Ton	$ 109.00 Ton	$ 130.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 76.00 Ton	$ 108.00 Ton	$ 125.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 186.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 98.85 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 98.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 375.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 275.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 200.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 4.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ .65 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 300.00 Ton	$ 3.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 62.50 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 1.85 L.F.**		
Night Work	Cost per ton	$ 8.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.00 SY		
	SY $2,501 - 5,000	$ 2.50 SY		
	SY 5,001 to 15,000	$ 1.75 SY		
	SY 15,001 and over	$ 1.50 SY		

Plant Locations: 800 Cidco Rd Cocoa, FL 32926

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? __X__Yes / _____No

Addendum Acknowledgment:

Add. No. 1 Dated 5/12/15 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET (Continued)

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discountss 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,

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? X YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR V.A. Paving, Inc.

ADDRESS 2955 Lake Drive Cocoa, FL 32926

AUTHORIZED SIGNATURE Debra Mallard

PRINTED SIGNATURE Debra Mallard DATE 5/14/15

TELEPHONE # 321-636-2565 FAX # 321-631-4541

Brevard COUNTY
Central Services

Florida's Space Coast

CENTRAL SERVICES GROUP
PURCHASING SERVICES
Brevard County Government Center
2725 Judge Fran Jamieson Way,
Bldg. C, Suite C-303
Viera, FL 32940

Telephone (321) 617-7390
Fax (321) 617-7391

Asphaltic Concrete
BID # B-4-15-57
May 12, 2015
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original Bid package for the above mentioned Bid. Please acknowledge receipt of Addendum 1 in space provided on the Bid Schedule. Bidders are requested to acknowledge receipt of this Addendum with their Bid.

CHANGE RESULTING FROM PRE-BID MEETING

The Performance Bond requirement is removed. No Performance Bonds will be required.

The Bid due date and time remains May 14, 2015 at 2:00 p.m.

All other terms and conditions remain unchanged.

Sincerely,

Leslie Rothering

Leslie Rothering, CPPO, CPPB
Purchasing Manager

END OF ADDENDUM NO. 1

COPY

ASPHALTIC CONCRETE
BID # B-4-15-57

BIDDER CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
☑ Signed/Notarized Invitation to Bid	☒	☐
☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)	☒	☐
☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive	☒	☐
☑ References	☒	☐
☑ Proposed Plant Locations	☒	☐
☑ Conditions for Emergency/Hurricane or Disaster Form	☒	☐

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

SUBMIT BIDS TO: 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: PHONE (321) 617-7390 **Jonathan McLester, CPPO, CPPB**	**AN EQUAL OPPORTUNITY EMPLOYER** **FLORIDA TAX EXEMPT #85-8012621749C-1** **FEDERAL TAX EXEMPT #59-6000523**	

BID SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940

MAILING DATE:	**BID TITLE:** Asphaltic Concrete	**BID NUMBER**	**BID OPENING DATE & TIME**
April 23, 2015		**B-4-15-57**	**May 14, 2015 at 2:00 p.m.**

PRE BID DATE, TIME AND LOCATION: ☐ **Mandatory** ☒ **Non-Mandatory**
A pre-bid meeting will be held on May 6, 2015 at 9:00 a.m. located in the Purchasing Services Conference Room, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera FL.

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

BIDDER NAME/ADDRESS
Community Asphalt Corp
2975 Industrial Blvd
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL FREE NUMBER:
(772) 770-3771

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
If returning as a "no bid" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SSN:
59-2023298

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 bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder 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 Anti-trust 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 bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)
Brian Beetle
TYPED NAME
Vice President 5/14/15
TITLE DATE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 14th day of May, 2015.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

Jennifer Bickford Florida
Notary Signature State

Notary Public State of Florida
Jennifer Bickford
My Commission FF 100540
Expires 03/23/2018

My commission expires: 3/23/18
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects exceeding $100,000
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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
$ 1,000,000	V	$ 25,000,000	IX
$ 2,500,000	VI	$ 50,000,000	X
$ 5,000,000	VII	$ 75,000,000	XI
$ 10,000,000	VIII	$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-15-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 124.23 Ton	$ 130.00 Ton	$ 140.53 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 112.14 Ton	$ 130.00 Ton	$ 122.33 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 180.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 160.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 145.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 300.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 295.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 4.98 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 0.60 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 0.60 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 145.00 Ton	$ 4.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 85.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 0.28 L.F.**		
Night Work	Cost per ton	$ 3.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 3.55 SY		
	SY $2,501 - 5,000	$ 3.00 SY		
	SY 5,001 to 15,000	$ 2.50 SY		
	SY 15,001 and over	$ 2.00 SY		

Plant Locations: Vero Beach FL

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? ✓ Yes / _____ No

Addendum Acknowledgment:

Add. No. 1 Dated 5/12/15 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-15-57

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss 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, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? ____YES / X NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Asphalt Corp.

ADDRESS 2975 Industrial Blvd, Vero Beach, FL 32967

AUTHORIZED SIGNATURE [signature]

PRINTED SIGNATURE Brian Beetle DATE 5/14/15

TELEPHONE # (772) 770-3771 FAX # (772) 770-3707

ASPHALTIC CONCRETE
BID #B-4-15-57
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Brian Beetle
(printed name)

vice President
(title)

Emergency/24 hour Phone Number(s) (772) 201-4717

Office Phone Number (772) 770-3771 Home Phone Number _____

Pager Number _____ Cellular Phone Number (772) 201-4717

Nearest Branch Office Phone Number (772) 770-3771

and location Vero Beach, FL

Fax Number (772) 770-3707 Date 5/14/15

RESOLUTION NO. 2016-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 07/15/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	001-0000-389.99-50		General Fund Reserves	$ 6,081,630	$ 6,926,000	$ 7,126,000	$ 7,126,000
$ 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
$ 200,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	001-3510-541.63-00	PWPAVE	Capital Infrastructure	$ 1,635,000	$ 2,540,883	$ 2,740,883	$ 795,887
$ 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
$ 200,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Recycling to Repave Fiske Blvd from Highland to Dixon. Agenda #16-313

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/26/16 *RESOLUTION #:* 2016-77

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

7/15/16	Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, ou=Cit, cn=Lea Taylor, email=ltaylor@cocoafl.org, Date: 2016.07.15 15:00:03 -04'00')	7/15/16	Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, ou=Cit, cn=Lea Taylor, email=ltaylor@cocoafl.org, Date: 2016.07.15 15:18:28 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/15/16	Everett J. Wegerif (Digitally signed by Everett J. Wegerif)	7/15/16	Lora Howell (Digitally signed by Lora Howell, Date: 2016.07.15 15:31:52 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-238	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Multi-Year Contract	
File created:	6/2/2016		**In control:**	City Council	
On agenda:	7/26/2016		**Final action:**		
Title:	Council approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer for the 2016-2017 school years, August 10, 2016 through May 26, 2017 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016-2017 SRO Contract (CPD) (2016-05-16).pdf FY 2016 School Resource Officer (June-2016).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2016
Agenda Date: July 26, 2016
Prepared By: Charlene Jenkins, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Council approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer for the 2016-2017 school years, August 10, 2016 through May 26, 2017 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

BACKGROUND:

The School Board of Brevard County, Cocoa Police Department and Cocoa High School desire the renewal of the agreement to provide a School Resource Officer for the 2016-2017 school years. This is a multi-year contract that begins on August 20, 2016 and ends on May 26, 2017.

Staff is requesting Council's approval of this multi-year contract for the FY16/FY17 pending final approval of the City of Cocoa's budget and the Brevard County Schools Board's budget. Brevard County School Board is requesting that there be two (2) signed originals. Once 2 fully executed contracts are complete one (1) original will be sent to our agency.

A draft contract is attached to this agenda item and is in the process of being finalized to address a recent change to state law regarding public records. Therefore, City staff is requesting that the City Council authorize the City Manager and City Attorney to finalize the technical, non-financial terms

and conditions of the contract..

STRATEGIC PLAN CONNECTION:

By assigning a School Resource Officer to Cocoa High School we are able to prevent juvenile delinquency by promoting positive relations between youth and law enforcement. The School Resource Officer position encompasses three major components which allow the School Resource Officer to achieve this goal: law enforcement, education and counseling. These three components allow the School Resource Officer to take a proactive approach to law enforcement. School Resources Officers are not just 'cops' on campus. School Resource Officer's provide all law enforcement duties on their campus. They educate the students by teaching law related classes and other related subjects in the classrooms and counsel both students and parents on various topics. The School Resource Officer becomes involved in the students' lives as a positive role model. The intent is that the positive experiences students have with the School Resource Officer will bridge the gap between juveniles and law enforcement, and in doing so, help prevent juvenile crime. This agenda item specifically affects Crime and Public safety

BUDGETARY IMPACT:

Reimbursement from Brevard County Schools will be on a Budgeted on a 190 school day basis with the City of Cocoa placing one Officer at Cocoa High School beginning on August 10, 2016 and ending on May 26, 2017. During this time the Brevard County school board will reimburse the City of Cocoa $32,500.00 for School Resource Officer services.

Total Salary & Benefits for 1 SRO = $47,706
Revenue Contract Amount = $32,500

This is a Multi-Year Contract

FY16 (August 10, 2016 - September 20, 2017)
Budgeted Yes

FUTURE FISCAL YEAR IMPACTS:

FY2017 (Oct 1 - May 26, 2017) Pending City council Approval of the FY2017 Budget

Amount Requested	$32,500
Account Number	001-0000-331.20.01
Account Name	SRO - County Contract

Amount Requested	$32,500 - Salary/Benefits portion related to the contract
Account Number	001-2100-521.XX-XX

Multi General Fund Payroll Accounts

TOTAL COST FOR MULTI YEAR CONTRACT: $47,706 of which $32,500 is reimbursable from the Brevard County School Board.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer for the 2016-2017 school years (August 10, 2016 through May 26, 2017 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

AGREEMENT

THIS AGREEMENT, dated this ___ day of _____**2016**, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the **BOARD**, and the **CITY OF COCOA, FLORIDA**, hereinafter called the **CITY**.

WITNESSETH:

WHEREAS, the City Council at its _____, **2016** meeting duly approved this agreement: and,

WHEREAS, the BOARD at its _____**, 2016** meeting duly approved this agreement: and,

WHEREAS**,** the BOARD and the CITY desire to assign a school resource officer to the campus of Cocoa High School for a period of not more than 190 days during the school year and;

WHEREAS**,** the BOARD finds and determines that the School Resource Officer (SRO) program will not interfere with the schools' programs and is in the best interest of the school system and the community;

NOW, THEREFORE, for good and valuable consideration including the agreed-to charges, materials, and services outlined herein, plus the mutual covenants hereinafter set forth between the parties hereto and incorporated herein by reference, the BOARD and the CITY do hereby agree to the following terms and conditions, to wit:

1. This agreement continues the SRO program effective **Wednesday August 10, 2016** and will terminate on **Friday May 26, 2017**, unless further continued by mutual agreement of both parties prior to that date. Either party may terminate this agreement upon 30 days written notice to the other party. Any termination of this agreement will result in the return of funds equal to the proportionate amount of time remaining in the agreement.

2. Reimbursement will be **$32,500** per officer, and is based upon the 180 school day schedule established by the BOARD. The CITY agrees to place one (1) police officer in the school beginning **August 10, 2016**.

3. The BOARD and the CITY agree to indemnify and hold each other harmless and free from liability, including the officers, agents or employees of said parties while acting as such from all claims for damages and injuries and all costs, damages, expenses and attorney's fees which either party may become obligated to pay as the result of errors or any acts or omissions of employees of either party in relation to the School Resource Officer Program, to the extent permitted by Chapter 768.28 of the Florida Statutes.

4. The CITY agrees that this Agreement shall not be transferred or assigned to any other agency without the written permission of the BOARD.

5. The BOARD will provide an appropriate work space on the school campus, an adequate amount of supplies and clerical support as deemed necessary by the principal of the school. Payment to the CITY shall be made in three (3) installments according to the following schedule: **November 4, 2016, January 27, 2016,** and **May 22, 2017** subject to proration in

the event of termination. *All invoices should be submitted to **Major Linda Moros**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof as fully as if herein set forth.

7. The BOARD has designated the school principal and the CITY has designated the Chief of Police for the purpose of implementing the terms of this agreement.

8. The term of this agreement shall remain in effect from **August 10, 2016** through **May 26, 2017** or until the termination as provided herein. The BOARD and the CITY will open discussions regarding renewal for the **2017-2018** school year on or before **July 1, 2017**.

9. If any of the items or provisions hereof are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

10. The parties understand and agree that the School Resource Officer in rendering services provided for by this agreement is doing so as an employee of the CITY and not as an officer, agent or employee of the BOARD.

11. The BOARD and the CITY each agree as follows pertaining to Public Records Compliance:

    A. Upon the request from a party's custodian of public records (the "requesting party"), the other party shall provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    B. Each party shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement if the parties do not transfer the records to one another.

    C. Upon completion or termination of this Agreement, each party agrees to transfer to the other party, at no cost, to the other party, all public records in possession of the transferring party that is not also in the possession of the other party tor or keep and maintain public records required by the other party to perform the services under this Agreement. If a party keeps and maintains public records upon completion or termination of this Agreement, such party shall meet all applicable requirements for retaining public records. All records pertaining to this Agreement that are stored electronically by one party that are not in the possession of the other party must be provided to the other party, upon request from the other party's custodian of public records, in a format that is compatible with the information technology systems of such other party.

    D. The parties agree to and acknowledge the following:

        1. A request to inspect or copy public records relating to this Agreement must be made directly to the BOARD. If the BOARD does not possess the requested

records, the BOARD shall immediately notify the CITY of the request, and the CITY must provide the records to the BOARD or allow the records to be inspected or copied within a reasonable time, unless the public records are exempt from disclosure.

2. If the CITY does not comply with the request of the BOARD for records, the BOARD shall enforce the provisions of this Agreement to compel the CITY to so comply and the BOARD shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees and court costs, relative to enforcing the provisions of this Agreement.

3. If the CITY fails to provide the public records to CITY within a reasonable time, the CITY may be subject to penalties under Section 119.10, Florida Statutes.

E. Public Records Custodian Notice:

IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARDS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE SHERIFF SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY Casey Piquero) AT 321- 633- 1000 ext. 453 OR AT piquero.casey@brevardschools.org OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and agents the day and year first written above.

CITY OF COCOA, FLORIDA

ATTEST:

Henry U. Parrish III, Mayor

Joan Clark, City Clerk

APPROVED AS TO CONTENT:

Mr. John A. Titkanich Jr., City Manager

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

ATTEST:

Andrew J. Ziegler, Chairman

Desmond K. Blackburn, Ph.D., Superintendent

APPROVED AS TO FORM BY:

Harold. T. Bistline, School Board Attorney

Attachments: Exhibit I
Exhibit II

FY 2016
Pay Change Analysis

FY 2016 ORIGINAL BUDGET	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
2100; Police Admin						*(see comments)*		7.65%	Police		Police		
G. Helm; Police Officer	PU9	2080	$26.13	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
New Contract Approval													
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	Police		Police		
Actuals 08/12/15 through 05/27/16	0	0		$37,554	$0	$331	$0	$2,899	$0	$5,294	$1,628	$0	**$47,706**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($37,554)**	**$0**	**($331)**	**$0**	**($2,899)**	**$0**	**($5,294)**	**($1,628)**	**$0**	**($47,706)**

Comments:

This analysis reflects the actual payments made to the above listed employee for the contracted time frame (August 12th, 2014 to May 27th, 2015). The budgeted amount were not included as per the requestor.

Retirement and Insurance rates are based on actual FY 2015 budgeted rates. Workers' Comp rate is based on CY 2015 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

Legislation Details (With Text)

File #:	16-266	**Version:** 1	**Name:**	Florida Avenue Streetscape Project	
Type:	Resolution		**Status:**	Multi-Year Contract	
File created:	6/15/2016		**In control:**	City Council	
On agenda:	7/26/2016		**Final action:**		

Title: To award Bid #B-16-10-COC, Florida Avenue Streetscape Project, to D.P. Development of the Treasure Coast, LLC, of Cocoa and Pompano Beach, Florida; to approve as a Multi-year, Multi-phase Contract from FY2016 through FY2017 pending approval of the FY2017 Budget; to execute Task Order 2016-01 for construction, engineering and inspection services (CEI) to Quentin L. Hampton (QLH) of Port Orange, Florida; and to approve a resolution to Authorize the City Manager to approve Change Orders on the DP Development Purchase Orders for the Public Works (CD1105), Stormwater (PW08PL) and the Utilities (WS1506) portion; and to approve a resolution amending the FY2016 Budget. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
LAP Agreement for the Florida Avenue Complete Street Construction Project
Bid Form - DP Development
B-16-10-COC Tabulation Sheet
B-16-10-COC Final MEMO
435424-1-58-01 FDOT recommendation letter
Task Order 2016-1 PW $173,800 QLH.pdf
General Fund Change Order Resolution
421 Fund Change Order Resolution
423 Fund Change Order Resolution
T.O. 2016-24 Proposal FL Ave WM Replacement - Const Ph
Florida Avenue Project Breakdown of Costs REV.pdf
QLH proposal 7-19-16.pdf
Resolution No. 2016-82
BAF-PW-Florida Ave (7-26-16)- Agenda 16-266.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 15, 2016
Agenda Date: July 26, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director/City Engineer
Requested Action:
To award Bid #B-16-10-COC, Florida Avenue Streetscape Project, to D.P. Development of the Treasure Coast, LLC, of Cocoa and Pompano Beach, Florida; to approve as a Multi-year, Multi-phase Contract from FY2016 through FY2017 pending approval of the FY2017 Budget; to execute Task Order 2016-01 for construction, engineering and inspection services (CEI) to Quentin L.

Hampton (QLH) of Port Orange, Florida; and to approve a resolution to Authorize the City Manager to approve Change Orders on the DP Development Purchase Orders for the Public Works (CD1105), Stormwater (PW08PL) and the Utilities (WS1506) portion; and to approve a resolution amending the FY2016 Budget.

BACKGROUND:

The Cocoa Redevelopment Agency (Cocoa CRA) began working on the design of Florida Avenue in 2009 based on recommendations from the Cocoa CRA Waterfront Master Plan. In 2013, the Space Coast Transportation and Planning Organization (SCTPO) announced a "Complete Street" Funding Assistance Program. In 2015, the City was awarded $913,000 from the Florida Department of Transportation (FDOT) through the Federal Highway Administration (FHWA) to construct Florida Avenue from SR 520 to the southern-most City limits. With the Complete Streets Project in place, the Utilities Department is planning on replacing the Water Main that runs underneath Florida Avenue concurrently.

After the award of funds from FDOT through FHWA, the Cocoa CRA issued a Task Order to Quentin L. Hampton Associates, Inc. (QLH) to prepare design, engineering and construction documents for the project. On February 17, 2016, the final Signed and Sealed Plans were transmitted to FDOT for review and approval. QLH provided assistance with the bidding documents and attended the mandatory pre-bid meeting and bid opening. In addition, they will be noted as the Engineer of Record for the project.

The FDOT Local Agency Program (LAP) Agreement was transmitted on February 29, 2016 in the amount of $913,000. This is the amount that will be reimbursed during and upon completion of the project. The remaining funds estimated for the project will be the City's responsibility and split based on type of construction activity.

Bids for the Florida Avenue Streetscape Project (Bid #B-16-10-COC) were opened on May 19, 2016. Purchasing sent out one hundred twenty-one (121) invitations and notifications to bid and received four (4) responses from fifty-one (51) plan holders. The apparent low bidder is DP Development of the Treasure Coast, Cocoa, Florida. Staff requests approval to award the bid to DP Development of the Treasure Coast as the lowest qualified bidder for the construction of the Florida Avenue Streetscape Project in the amount of $3,344,221.70. This is a 240 day project which will cover two fiscal years (FY2016 and FY2017). Therefore, Staff requests that the contract be awarded as a multi -year and multi-phase contract. Two phases make up the project, the pre-construction phase and the construction phase. The pre-construction phase will take place in FY 2016 and the construction phase will take place in FY 2017. Costs associated with the project in the FY 2017 are pending approval of the FY2017 Budget by Council.

The Florida Avenue Streetscape Project is supported financially by four (4) separate City Funds: General Fund-Public Works (001-3510), Stormwater (423) and Utilities (421) and the Cocoa CRA (110). The Cocoa CRA board allocated $210,000 for the Florida Avenue Project. The remaining costs for the project will come from the General Fund, Stormwater Fund and Water Utilities Fund.

The project will be split according to the work being completed and specific aspects of the project (water main replacement, Stormwater improvements, etc.) will be charged to the appropriate fund. The City's General Fund budget encumbers the majority of the streetscape project, which includes the $913,000 FHWA funds. The Stormwater portion of the project includes streetscape activity and

Stormwater improvements. The Utilities portion of the project includes all the water main replacement and subsequent cost-share of the streetscape improvements that would have occurred if the water main was replaced outside of this project. The project is currently not budgeted in the Public Works account (001-3510-541-63-00). Therefore, a budget amendment will be necessary to fund the pre-construction costs in FY2016.

The breakdown of funds is as follows (a spreadsheet is attached for reference):

Contractor Bid $3,344,221.70

- Public Works Split $ 145,167.87 + $913,000 LAP
- Stormwater Split $ 515,359.79
- Utilities Split + WM repl. $1,560,694.05
- CRA Split $ 210,000.00

In addition, Staff is also requesting that City Council approve additional funds as a contingency for the project. Since the CRA has allocated only $210,000, the contingency, in the event it is needed, will be absorbed by the General Fund portion. The contingency on the $210,000 is $21,000 and will be added to the $105,817 contingency. This will make the total contingency for Public Works $126,817. The breakdown of contingency is as follows:

Contingency Costs

- Public Works $126,817 ($105,817 + $21,000)
- Stormwater $ 51,536
- Utilities $312,139

The total amount of change orders constitutes approximately 15% of the total project cost. With a project of this magnitude, there is a possibility of unknown obstacles in the field that would result in changes to the project.

The additional contingency funds will not be part of the initial purchase order issued in FY 2016 or FY 2017 as the original purchase order must match the bid award to the contractor per FDOT guidelines. All changes orders will be reviewed and submitted following the purchasing procedures for approval.

Staff requests approval of the Task Order 2016-01 for Quentin L. Hampton (QLH) to perform the Construction, Engineering and Design services for the Florida Avenue Streetscape Project in the amount of $173,800. The services provided will fulfill the FDOT LAP Agreement requirements for CEI Services throughout the duration of the project. The complete proposal is included as a reference. The GF, SW and UT funds will split the costs of the CEI using the same percentages as the construction project.

CEI Services - QLH, Inc. $173,800

- Cocoa Split $97,328
- PW/Stormwater Split $39,974
- Utilities Split $36,498

In addition, the Utilities Department has issued Task Order 2016-24 to Bussen-Mayer Engineering Group, Inc. to perform the construction phase engineering services for only the water main replacement portion of the project. The total cost for these services is $44,860 and will be absorbed

by the Utilities Department. This task order was previously approved by the City Manager and a purchase order has been issued for the services.

Staff recommends award of Bid # B-16-10-COC, Florida Avenue Streetscape, to DP Development of the Treasure Coast.

STRATEGIC PLAN CONNECTION:

This project improves the image and municipal services of the City.

BUDGETARY IMPACT:

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

Amount Requested ($29,792)
Account Number _001-0000-389-99-50
Account Name _Fund Balance Reserves

Source of Funds: _X__ Operating Revenue

Amount Requested $29,792
Account Number _001-3510-541-63-00
Project Number CD1105
Account Name _Infrastructure

Source of Funds: _X__ Operating Revenue

Amount Requested $12,236
Account Number _423-3570-538-63-00
Project Number PW0PL
Account Name _Infrastructure

Source of Funds: _X__ Operating Revenue

Amount Requested $11,172
Account Number _421-4055-536-63-00
Project Number WS1506
Account Name _Infrastructure

Source of Funds: _X__ Operating Revenue

Estimated Fiscal Year Impacts: FY2016 - FY2017

FY2016 Estimate:	
Cocoa 001-3510-541-63-00:	$29,792
PW/Stormwater 423-3570-538-63-00:	$12,236
Utilities 421-4055-536-63-00:	$11,172
FY2017 Estimate:	
Cocoa 001-3510-541-63-00:	$1,252,521
PW/Stormwater 423-3570-538-63-00:	$ 594,634
Utilities 421-4055-536-63-00:	$1,898,159
Cocoa CRA 110-3230-559-63-00:	$ 210,000

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To award Bid #B-16-10-COC, Florida Avenue Streetscape Project, to D.P. Development of the Treasure Coast, LLC, of Cocoa and Pompano Beach, Florida; to approve as a Multi-year, Multi-phase Contract from FY2016 through FY2017 pending approval of the FY2017 Budget; to execute Task Order 2016-01 for construction, engineering and inspection services (CEI) to Quentin L. Hampton (QLH) of Port Orange, Florida; and to approve a resolution to Authorize the City Manager to approve Change Orders on the DP Development Purchase Orders for the Public Works (CD1105), Stormwater (PW08PL) and Utilities (WS1506) portion; and to approve a resolution amending the FY2016 Budget.

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435424-1-58-01 Fund: SU / LF FLAIR Approp: 088717
Federal No: 8886-756-A Org Code: 55054010508 FLAIR Obj: 780000

FPN: 435424-1-68-01 Fund: LF FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 70 Contract No: _____ Vendor No: F596000292-001
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-919-5608
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2016 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and the City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Construction Services for the Complete Street Renovation of the existing Florida Avenue Roadway from King Street to 400 feet south of Rosa L Jones Drive, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before September 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 3,024,174.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $913,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. 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 Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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

AGENCY CITY OF COCOA

By: _____ for

Name: John A. Titkanich, Jr.
Title: City Manager

Attest: _____

Title: City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435424-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Cocoa, 65 Stone Street, Cocoa, Florida 32922

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.49 miles / 0.408 to 0.865 on Florida Avenue plus 180' off shoot.

PROJECT DESCRIPTION:

The project scope includes a complete street project along Florida Avenue from King St. (S.R. 520) to the southern-most City limits, south of Rosa L Jones Drive. The project length in total is approximately 0.49 miles. The project will include roadway reconstruction, new sidewalk on both sides of Florida Avenue, new curb and gutter, on-street parallel parking (permeable interlocking concrete unit pavement), minor storm water improvements, pedestrian scaled decorative streetlights, thermoplastic striping to include sharrows, stamped asphalt crosswalks in certain locations, signage, signage relocation, landscaping (tree grates along the sidewalk), and irrigation. The new sidewalk will be a combination of concrete and brick pavers. Existing driveways are to be reconstructed to meet current ADA requirements along with the new sidewalks. The project will also include mobilization, maintenance of traffic (MOT), erosion control, and clearing and grubbing. Existing elements to be removed include asphalt, base, sidewalk, curb and gutter, etc.

The decorative pedestrian scaled lighting along the entire length of the project is eligible for federal funding reimbursement. A proprietary product form was submitted and approved. The permeable interlocking concrete unit pavement, decorative bollards, 2" schedule 40 PVC conduit, and maintenance bonds will be funded by the City. In addition, the City is proposing to replace the existing watermain with an 8" PVC pipe. Total estimate watermain length is 4,174 linear feet. The watermain project will also be fully funded by the City.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a quarterly basis and progress reports shall be submitted as requested to:

Vince Vacchiano, Construction Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by March 31, 2016.
f) Construction to be completed by May 31, 2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Funding for this project is for the construction phase only, as the Agency will be totally funding the CEI services for this project.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Cocoa 65 Stone Street Cocoa, Florida 32922	FPN: 435424-1-58/68-01

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total PD&E Cost				
Design - 38 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Design Cost				
Right-of-Way - 48 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Right-of-Way Cost				
Construction-58 FY: 2015-2016	$2,935,102.00	$2,022,102.00	____	$ 913,000.00
FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Construction Cost	$2,935,102.00	$2,022,102.00		$ 913,000.00
Construction Engineering and Inspection (CEI) - 68 FY: 2015-2016	$ 89,072.00	$ 89,072.00	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total CEI Cost	$ 89,072.00	$ 89,072.00		
Operations – 88 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Operations Costs				
TOTAL COST OF THE PROJECT	$3,024,174.00	$2,111,174.00		$ 913,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

   The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

EXHIBIT "RL"

ROADWAY LIGHTNING MAINTENANCE

Paragraph 6.L is modified to include the following provisions:

1. Maintenance

a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Agency.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$913,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE FLORIDA AVENUE COMPLETE STREET CONSTRUCTION PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the Florida Avenue Complete Street Construction Project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 435424-1-58-01.

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

SECTION 1. The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the Florida Avenue Complete Street Construction Project, FPN 435424-1-58-01.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are 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 26th day of January, 2016.

Henry J. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing is a true and correct copy of records filed in the Office of the City Clerk.
Witness my hand and official seal this 27th day of January, 2016
CARIE SHEALY, CITY CLERK
CITY OF COCOA, FLORIDA
BY

SECTION 00300
BID FORM
FLORIDA AVENUE STREETSCAPE
City of Cocoa
BID NO. B-16-10-COC

Proposal of DP Development of the Treasure Coast, LLC
(Name)

2240 NW 22nd Street, Pompano Beach, FL 33069
(Address)

to furnish all materials, service, equipment, and labor required, for FLORIDA AVENUE STREETSCAPE as specified in the bid documents.

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

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

TOTAL BASE BID	$ 3,252,641.71

Three Million Two Hundred Fifty-Two Thousand Six Hundred Forty-One Dollars and Seventy-One Cents Dollars
(Grand Total Written in words)

ADDITIVE ALTERNATE BID (Ductile Iron Pipe)	$ 91,580.00

Ninety-One Thousand Five Hundred Eighty Dollars and zero cents Dollars
(Grand Total Written in words)

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

The undersigned also agrees as follows:

1) **The undersigned Bidder also agrees to commence the work with an adequate force and equipment within thirty** (30) consecutive working days following receipt of Notice to

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, May 19, 2016

BID NUMBER: B-16-10-COC Florida Ave. Streetscape Project

VENDOR	0019 Bidder's Acknowledgement	LAP Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form Alternate	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp	00675 Trench Safety
Jordan Brothers Construction LLC 7575 Kingspointe Pkwy Ste#7 Orlando, FL 32819					NO BID															
Watson Civil Construction Inc. 319 West Town Place Suite 25 St Augustine, FL 32092	Y	Y	Y	Y	$5,311,510.45	$94,730.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DP Development of the Treasure Coast, LLC. 467 Forrest Ave #118 Cocoa, FL 32922	Y	Y	Y	Y	$3,252,641.71	$91,580.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Gibbs & Register, Inc. 232 S. Dillard Street Winter Garden, FL 34787	Y	Y	Y	Y	$3,656,266.00	$87,230.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Masci General Contractor, Inc. 5752 S. Ridgewood Avenue Port Orange, FL 32127	Y	Y	Y	Y	$3,245,900.81	$121,959.10	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Charlene Neuterman, Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 5/19/16

Re: **Bid #B-16-10-COC, Florida Avenue Streetscape Project**

Bids for the subject offering were opened on May 19, 2016 at 3:00 p.m. Purchasing sent out one hundred twenty-one (121) invitations and notifications to bid and received four (4) responses from fifty-one (51) plan holders.

*THE APPARENT LOW BIDDER IS **DP DEVELOPMENT OF THE TREASURE COAST.***

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
321-433-8770

RE: Florida Avenue Streetscape
FPN: 435424-1-58-01
FAN: 886-756A

15 June 2016

Vincent E. Vacchiano
Construction Manager
FDOT District Five Construction
719 S. Woodland Blvd., MS 3-506
DeLand, FL 32720-6834

Dear Vince,

As per your email dated June 14, 2016, the City and the Engineer have made the requested changes to the bid tabulation worksheet. I have included your comments/questions with responses to each for clarification. The EOR's report is included and their analysis is thorough.

The City received four bids and one no bid at our bid opening on May 19, 2016. We are requesting FDOT's concurrence to award this project to the apparent low bidder.

Contractor	**Bid**
Watson Civil Construction, Inc.	$5,406,240.45
Gibbs and Register, Inc.	$3,743,496.00
Masci General Contractor, Inc.	$3,367,859.91
DP Development of the Treasure Coast	$3,344,221.70
Jordan Brothers Construction, LLC	No Bid (Not FDOT qualified)

The bid tabulation details the total bid and the bid alternate cost comparisons. Based upon the evaluation of the bids, it is recommended that the contract be awarded to the apparent low bidder, DP Development of the Treasure Coast for $3,344,221.70.

Comments/Questions from District 5

1. Certification that all bidders have properly submitted and executed all required bid documents. All non-responsive bidders should be identified along with detailed reasons why they have been deemed non-responsive (22.7.1). **See the attached Bid Tabulation Sheet and No Bid Response form completed by Jordan Brothers Construction detailing their reasons for not bidding this project (not FDOT qualified).**
2. Certification that all bids have been checked for accuracy and the tabulation is correct (22.7.3) **The City and EOR have verified that the bids have been checked for accuracy and the tabulation is correct. See attached EOR memo.**
3. Comparison between the qualified bids received and engineer's estimate to determine bid irregularities and/or unbalanced bid pricing. Deviations both high and low should be denoted and an explanation provided. Significant deviations between the engineer's estimate and low bid unit prices should be analyzed for error or to avoid a possible claim (22.7.1 & 22.7.5D)(23 CFR 635.114). **See attached EOR memo and spreadsheet detailing the comparison between bids.**

Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
321-433-8770

4. Verify that the low bidder recommended for award is not on the State and Federal suspension/debarment list. **Attached is a printout that confirms the low bidder, DP Development is not on any State or Federal suspension/debarment list.**
5. Compare the recommended low bid award amount with the LAP Agreement construction funding. Identify the shortage or surplus. If a funding shortage occurs explain how you intend to remediate. **Attached is the EOR memo and analysis of bids.**
6. Identify all local government funding contributions and/or required funding matches. **See attached EOR memo and analysis of bids identifying the types of contributions for this project.**
7. Identify cost of all Federal-Aid ineligible items and specify in your award concurrence request. The items should be delineated in your LAP Agreement but there can be omissions or sometimes changes if contract addenda are issued. **See attached EOR memo and analysis detailing this request.**
8. In cases where the competition is poor (<3 bids) and you intend to award a detailed analysis should be provided. The analysis should include reasons for the poor competition, why re-advertising is not a better option and items 1 thru 6 above. **This is N/A due to the fact the City received 4 competitive bids and one "no bid".**

Please review the recommendation/attachments and submit your comments and/or concurrence to me at your earliest convenience. We have an agenda prepared to present at the June 28 City Council meeting. In order to get this on the docket for the meeting, we need your concurrence no later than Thursday, June 16.

If you have any questions or comments, please refer them to me at 321-433-8773 or cneuterman@cocoafl.org.

Sincerely,

Charlene Neuterman

Charlene Neuterman
Project Manager
City of Cocoa

cc: Everett J. Wegerif, P.E.
Public Works Director

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

June 14, 2016

Charlene Neuterman
Project Manager
155 N. Wilson Ave.
Cocoa, FL 32922

CITY OF COCOA
FLORIDA AVENUE STREETSCAPE
FPN# 435424-1-58-01, FAN# 886-756A
BID# B-16-10-COC
Recommendation of Award
(Revised)

Dear Ms. Neuterman,

Enclosed please find the bid tabulation for the above referenced bid for which the City received 4 bids (and one no bid) on May 19, 2016. The bid tabulation includes the base bid total and a grand total with the one additive bid alternate included. Masci General Contracting Inc. (Masci) submitted the lowest base bid of $3,245,900.81. DP Development of the Treasure Coast, LLC (DP Dev) submitted the lowest grand total bid of $3,344,221.70. Both Masci's and DP Dev's bids were found to be complete and accurate, except for one small addition error by DP Dev. Both of these bidders meet the minimum FDOT prequalification requirement of being currently prequalified in the Flexible Pavement work class as detailed in the bidding documents. Neither Masci nor DP Development is currently on the Federal or State Suspension/Debarment list. We understand that the City has had direct experience with both Masci and DP Dev. DP Dev recently constructed the Peachtree Street Phase 2 project. Masci has constructed past utility projects for the City. Our firm has not worked with DP Dev, but has worked with Masci on many past successful projects for other public clients. It appears that both Masci and DP Dev have the qualifications and experience necessary for this project.

We have compared Masci's and DP Development's bid pricing to the engineer's estimate and did not find any significant deviations that appears irregular or unbalanced or that might cause a potential claim. The variations appears minor in nature.

The bid form included the separation of Federal Aid-eligible (Part A FDOT LAP Funding Portion) and non-eligible (Part B – City Funded Portion and Part C – City Funded Water Main Portion). Both Masci's and DP Development's Part A bids were less than the $2,935,102 project funding, per Exhibit B of the executed LAP agreement. Per the agreement, $913,000 will be provided by FDOT with the remainder provided by the City. The City will also be fully responsible for Part B and Part C along with the Additive Alternate, if awarded.

The additive bid alternate included the use of ductile iron pipe (DIP) in lieu of polyvinyl chloride (PVC) for the water main replacement that is being completed with the streetscape project. We understand that the City's Utility Department and the Engineer of Record (EOR) for the water main design desire to award the additive bid alternate. The DIP provides for a longer service life, more durable pipe and installation flexibility. The Utility Department is receptive to paying the additional amount for these benefits. The bidding documents were moot on the intended basis of award and whether or not the additive alternate would be included in determining the lowest bid. Therefore, the City has the flexibility in this determination.

We recommend award of the base bid with additive alternate to DP Development of the Treasure Coast, LLC.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

DAK:tr/mt
cc: Project File

CITY OF COCOA - FLORIDA AVENUE STREETSCAPE

FPN# 435424-1-58-01, FAN# 886-756A

BID # B-16-10-COC

Bid Tabulation

Bid Opening May 19, 2016

Item No.	Description	Est Qtys	Units	Watson Civil Construction, Inc.		DP Development of the Treasure Coast, LLC		Masci General Contractor, Inc.		Gibbs & Register, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Part A FDOT LAP Funded										
1	**Mobilization (< 2% of total bid)**	1	LS	$ 100,000.00	$ 100,000.00	$ 34,575.00	$ 34,575.00	$ 60,000.00	$ 60,000.00	$ 40,000.00	$ 40,000.00
2	**Preconstruction Video**	1	LS	$ 2,530.00	$ 2,530.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00
3	**Soil/Erosion Control**	1	LS	$ 102,800.00	$ 102,800.00	$ 17,500.00	$ 17,500.00	$ 21,000.00	$ 21,000.00	$ 7,500.00	$ 7,500.00
4	**Demolition**	1	LS	$ 500,000.00	$ 500,000.00	$ 215,000.00	$ 215,000.00	$ 85,300.00	$ 85,300.00	$ 239,000.00	$ 239,000.00
5	**Storm Pipe**										
	a) 15" RCP	120	LF	$ 150.00	$ 18,000.00	$ 75.00	$ 9,000.00	$ 79.37	$ 9,524.40	$ 90.00	$ 10,800.00
6	**Storm Structures**										
	a) Alt A Type P Bottom	12	EA	$ 3,500.00	$ 42,000.00	$ 1,625.06	$ 19,500.72	$ 4,135.00	$ 49,620.00	$ 3,500.00	$ 42,000.00
	b) Type 9 Inlet Top	12	EA	$ 1,500.00	$ 18,000.00	$ 1,648.26	$ 19,779.12	$ 2,490.00	$ 29,880.00	$ 1,500.00	$ 18,000.00
	c) Sidewalk Flume (include rail as required)	3	EA	$ 3,100.00	$ 9,300.00	$ 4,390.10	$ 13,170.30	$ 3,997.00	$ 11,991.00	$ 3,600.00	$ 10,800.00
	d) Manhole Cover and Ring	1	EA	$ 2,400.00	$ 2,400.00	$ 920.46	$ 920.46	$ 799.00	$ 799.00	$ 1,400.00	$ 1,400.00
7	**Permeable Pavers**										
	a) Pedestrian Pavers	815	SY	$ 120.00	$ 97,800.00	$ 91.47	$ 74,548.05	$ 114.40	$ 93,236.00	$ 160.00	$ 130,400.00
8	**Concrete**										
	a) 4" Thick Concrete Sidewalk	2,700	SY	$ 50.00	$ 135,000.00	$ 37.54	$ 101,358.00	$ 37.95	$ 102,465.00	$ 40.00	$ 108,000.00
	b) Curb Ramp	223	SY	$ 55.00	$ 12,265.00	$ 84.73	$ 18,894.79	$ 55.10	$ 12,287.30	$ 50.00	$ 11,150.00
	c) 6" Thick Concrete (Driveway)	850	SY	$ 60.00	$ 51,000.00	$ 58.49	$ 49,716.50	$ 43.57	$ 37,034.50	$ 65.00	$ 55,250.00
	d) Type F Curb & Gutter	4,815	LF	$ 25.00	$ 120,375.00	$ 22.61	$ 108,867.15	$ 18.75	$ 90,281.25	$ 31.00	$ 149,265.00
	e) 1' Wide Environmental Curb	1,340	LF	$ 25.00	$ 33,500.00	$ 21.53	$ 28,850.20	$ 16.50	$ 22,110.00	$ 24.00	$ 32,160.00
	f) 6" Wide Header Curb	66	LF	$ 20.00	$ 1,320.00	$ 26.44	$ 1,745.04	$ 14.50	$ 957.00	$ 43.00	$ 2,838.00
	g) Valley Gutter	114	LF	$ 40.00	$ 4,560.00	$ 28.04	$ 3,196.56	$ 23.15	$ 2,639.10	$ 32.00	$ 3,648.00
9	**Road Restoration**										
	a) Asphalt Road/Repair/Driveway	460	SY	$ 120.00	$ 55,200.00	$ 77.09	$ 35,461.40	$ 59.30	$ 27,278.00	$ 70.00	$ 32,200.00
	b) Type SP 9.5 Traffic Level C Asphaltic Concrete	715	TN	$ 150.00	$ 107,250.00	$ 101.07	$ 72,265.05	$ 109.15	$ 78,042.25	$ 112.00	$ 80,080.00
	c) 8" Thick Road Base	8,144	SY	$ 29.00	$ 236,176.00	$ 19.03	$ 154,980.32	$ 17.35	$ 141,298.40	$ 17.00	$ 138,448.00
	d) Type B Stabilization	9,364	SY	$ 17.00	$ 159,188.00	$ 6.28	$ 58,805.92	$ 4.30	$ 40,265.20	$ 13.00	$ 121,732.00
10	**Signage/Striping**										
	a) 24" Wide White Thermoplastic	336	LF	$ 4.60	$ 1,545.60	$ 7.71	$ 2,590.56	$ 4.95	$ 1,663.20	$ 7.00	$ 2,352.00
	b) 12" Wide White Thermoplastic	1,356	LF	$ 2.60	$ 3,525.60	$ 3.72	$ 5,044.32	$ 2.50	$ 3,390.00	$ 3.00	$ 4,068.00
	c) 6" Wide Double Yellow Thermoplastic	2,150	LF	$ 2.40	$ 5,160.00	$ 2.45	$ 5,267.50	$ 2.50	$ 5,375.00	$ 3.00	$ 6,450.00
	d) 18" Wide Yellow Thermoplastic	100	LF	$ 2.75	$ 275.00	$ 5.32	$ 532.00	$ 3.00	$ 300.00	$ 5.00	$ 500.00
	e) 6" Wide White Thermoplastic	355	LF	$ 1.20	$ 426.00	$ 1.22	$ 433.10	$ 1.90	$ 674.50	$ 2.50	$ 887.50
	f) Detectable Surface	490	SF	$ 25.00	$ 12,250.00	$ 48.86	$ 23,941.40	$ 27.50	$ 13,475.00	$ 28.00	$ 13,720.00
	g) Thermoplastic Sharrow	32	EA	$ 530.00	$ 16,960.00	$ 328.75	$ 10,520.00	$ 457.00	$ 14,624.00	$ 250.00	$ 8,000.00
	h) Thermoplastic Arrow	5	EA	$ 90.00	$ 450.00	$ 186.19	$ 930.95	$ 95.00	$ 475.00	$ 200.00	$ 1,000.00
	i) New Sign, incl. Post, Panel(s) and Street Name Paddle(s)	41	EA	$ 350.00	$ 14,350.00	$ 638.35	$ 26,172.35	$ 395.00	$ 16,195.00	$ 400.00	$ 16,400.00
	j) Relocate/Reuse Sign and Post	25	EA	$ 130.00	$ 3,250.00	$ 132.99	$ 3,324.75	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00

CITY OF COCOA - FLORIDA AVENUE STREETSCAPE
FPN# 435424-1-58-01, FAN# 886-756A
BID # B-16-10-COC
Bid Tabulation
Bid Opening May 19, 2016

				Watson Civil Construction, Inc.		DP Development of the Treasure Coast, LLC		Masci General Contractor, Inc.		Gibbs & Register, Inc.	
Item No.	Description	Est Qtys	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
11	Landscaping	1	LS	$ 80,000.00	$ 80,000.00	$ 51,603.92	$ 51,603.92	$ 59,919.00	$ 59,919.00	$ 60,000.00	$ 60,000.00
12	Irrigation	1	LS	$ 50,000.00	$ 50,000.00	$ 66,500.00	$ 66,500.00	$ 37,490.00	$ 37,490.00	$ 35,000.00	$ 35,000.00
13	Patterned Asphalt	420	SY	$ 100.00	$ 42,000.00	$ 80.45	$ 33,789.00	$ 135.00	$ 56,700.00	$ 82.00	$ 34,440.00
14	Hardscape Features										
	a) Tree Grates	38	EA	$ 3,000.00	$ 114,000.00	$ 1,858.86	$ 70,636.68	$ 2,310.00	$ 87,780.00	$ 2,400.00	$ 91,200.00
	b) Decorative Streetlight	27	EA	$ 7,000.00	$ 189,000.00	$ 4,850.00	$ 130,950.00	$ 6,230.00	$ 168,210.00	$ 5,300.00	$ 143,100.00
	c) Electrical Distribution System	1	LS	$ 150,000.00	$ 150,000.00	$ 115,000.00	$ 115,000.00	$ 150,000.00	$ 150,000.00	$ 125,000.00	$ 125,000.00
15	Layout/As-Builts	1	LS	$ 20,000.00	$ 20,000.00	$ 60,000.00	$ 60,000.00	$ 37,200.00	$ 37,200.00	$ 31,000.00	$ 31,000.00
16	Post Construction Video	1	LS	$ 2,000.00	$ 2,000.00	$ 478.77	$ 478.77	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00
17	Unsuitable Material Excavation	120	CY	$ 260.00	$ 31,200.00	$ 35.83	$ 4,299.60	$ 10.00	$ 1,200.00	$ 36.00	$ 4,320.00
18	Unsuitable Material Replacement	120	CY	$ 18.00	$ 2,160.00	$ 35.83	$ 4,299.60	$ 10.00	$ 1,200.00	$ 36.00	$ 4,320.00
19	Rock Excavation	120	CY	$ 260.00	$ 31,200.00	$ 176.47	$ 21,176.40	$ 25.00	$ 3,000.00	$ 60.00	$ 7,200.00
20	Reserved-N/A										
21	Field Locate & Expose Existing Utilities	1	LS	$ 25,000.00	$ 25,000.00	$ 15,203.30	$ 15,203.30	$ 17,200.00	$ 17,200.00	$ 7,000.00	$ 7,000.00
22	Traffic Control	1	LS	$ 250,000.00	$ 250,000.00	$ 125,000.00	$ 125,000.00	$ 27,450.00	$ 27,450.00	$ 25,000.00	$ 25,000.00
23	Remove Existing Traffic Signals at Rosa L. Jones Dr.	1	LS	$ 10,000.00	$ 10,000.00	$ 8,590.32	$ 8,590.32	$ 32,000.00	$ 32,000.00	$ 10,000.00	$ 10,000.00
24	Replace Traffic Loops at SR 520	1	LS	$ 6,500.00	$ 6,500.00	$ 6,503.55	$ 6,503.55	$ 3,800.00	$ 3,800.00	$ 7,500.00	$ 7,500.00
	Part A FDOT LAP Funded Portion Sub-Total				**$ 2,869,916.20**		**$ 1,833,422.65**		**$ 1,660,079.10**		**$ 1,878,878.50**
	PART B CITY FUNDED FLORIDA AVE										
1	Hardscape Features										
	a) Bollards	32	EA	$ 2,500.00	$ 80,000.00	$ 966.54	$ 30,929.28	$ 3,120.00	$ 99,840.00	$ 2,000.00	$ 64,000.00
2	Maintenance Bond for Entire Project	1	LS	$ 15,000.00	$ 15,000.00	$ 7,296.20	$ 7,296.20	$ 27,012.00	$ 27,012.00	$ 26,000.00	$ 26,000.00
3	City 2" SCH 40 PVC Conduit	3,070	LF	$ 30.00	$ 92,100.00	$ 8.00	$ 24,560.00	$ 12.90	$ 39,603.00	$ 10.00	$ 30,700.00
4	Permeable Pavers										
	a) Traffic Pavers	875	SY	$ 185.55	$ 162,356.25	$ 86.87	$ 76,011.25	$ 114.40	$ 100,100.00	$ 132.00	$ 115,500.00
5	Additional Cost for 3,000 psi Fibermesh Concrete	740	CY	$ 8.00	$ 5,920.00	$ 43.09	$ 31,886.60	$ 14.75	$ 10,915.00	$ 10.00	$ 7,400.00
	Part B City Funded Total Portion Sub-Total				**$ 355,376.25**		**$ 170,683.33**		**$ 277,470.00**		**$ 243,600.00**
	PART C CITY FUNDED WATER MAIN REPLACEMENT										
101-1	Mobilization	1	LS	$ 15,000.00	$ 15,000.00	$ 180,000.00	$ 180,000.00	$ 75,800.00	$ 75,800.00	$ 25,000.00	$ 25,000.00
101-2	Pre & Post Construction Video	1	LS	$ 4,000.00	$ 4,000.00	$ 957.53	$ 957.53	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00
101-3	Record Drawings	1	LS	$ 4,500.00	$ 4,500.00	$ 31,518.10	$ 31,518.10	$ 37,500.00	$ 37,500.00	$ 31,000.00	$ 31,000.00
102-1	Maintenance of traffic	1	LS	$ 80,000.00	$ 80,000.00	$ 16,322.57	$ 16,322.57	$ 27,450.00	$ 27,450.00	$ 25,000.00	$ 25,000.00
104-30	Erosion Control	1	LS	$ 30,000.00	$ 30,000.00	$ 3,944.80	$ 3,944.80	$ 15,000.00	$ 15,000.00	$ 4,000.00	$ 4,000.00
110-1-1	Clearing and Grubbing	1	LS	$ 250,000.00	$ 250,000.00	$ 8,409.55	$ 8,409.55	$ 25,000.00	$ 25,000.00	$ 150,000.00	$ 150,000.00
121-70	Flowable Fill	1,270	CY	$ 120.00	$ 152,400.00	$ 104.50	$ 132,715.00	$ 145.95	$ 185,356.50	$ 170.00	$ 215,900.00
327-70-1	Mill Exist. Asphalt Pvmt., 1" Avg. Depth	8,940	SY	$ 7.00	$ 62,580.00	$ 3.38	$ 30,217.20	$ 1.75	$ 15,645.00	$ 6.00	$ 53,640.00

CITY OF COCOA - FLORIDA AVENUE STREETSCAPE

FPN# 435424-1-58-01, FAN# 886-756A

BID # B-16-10-COC

Bid Tabulation

Bid Opening May 19, 2016

				Watson Civil Construction, Inc.		DP Development of the Treasure Coast, LLC		Masci General Contractor, Inc.		Gibbs & Register, Inc.	
Item No.	Description	Est Qtys	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
334-1-23	Superpave Asphalt, Traf. C, SP-12.5, 2.5" Thick	260.5	TN	$ 260.00	$ 67,730.00	$ 108.15	$ 28,173.08	$ 133.05	$ 34,659.53	$ 510.00	$ 132,855.00
334-7-42	Friction Course, Traf. C, FC-9.5, PG 76-22, 1"	491.7	TN	$ 140.00	$ 68,838.00	$ 122.35	$ 60,159.50	$ 133.05	$ 65,420.69	$ 125.00	$ 61,462.50
520-1-10	Concrete Curb and Gutter, Type F	260	LF	$ 40.00	$ 10,400.00	$ 22.80	$ 5,928.00	$ 17.95	$ 4,667.00	$ 27.00	$ 7,020.00
522-2	Remove/Replace 6" Conc. (Sidewalk/Drivewa	570	SY	$ 60.00	$ 34,200.00	$ 66.72	$ 38,030.40	$ 41.27	$ 23,523.90	$ 65.00	$ 37,050.00
526-1-2	Brick Pavers, Remove and Replace (not incl. Florida Ave.)	10	SY	$ 228.00	$ 2,280.00	$ 168.36	$ 1,683.60	$ 75.00	$ 750.00	$ 300.00	$ 3,000.00
527-2	Detectable Warnings, Cast-in-Place (not incl. Florida Ave.)	10	SF	$ 35.00	$ 350.00	$ 31.92	$ 319.20	$ 27.50	$ 275.00	$ 28.00	$ 280.00
570-1-4	Sod, St. Augustine	100	SY	$ 10.00	$ 1,000.00	$ 5.42	$ 542.00	$ 3.25	$ 325.00	$ 13.00	$ 1,300.00
570-1-5	Sod, Bahia	2,400	SY	$ 5.25	$ 12,600.00	$ 4.94	$ 11,856.00	$ 2.70	$ 6,480.00	$ 5.00	$ 12,000.00
700-1	Signing & Pavement Markings	1	LS	$ 6,000.00	$ 6,000.00	$ 21,278.48	$ 21,278.48	$ 20,000.00	$ 20,000.00	$ 6,000.00	$ 6,000.00
1050-11-200	Service Line, Short Side	25	EA	$ 2,500.00	$ 62,500.00	$ 949.36	$ 23,734.00	$ 693.00	$ 17,325.00	$ 700.00	$ 17,500.00
1050-11-201	Service Line, Long Side	27	EA	$ 3,000.00	$ 81,000.00	$ 1,164.05	$ 31,429.35	$ 1,399.00	$ 37,773.00	$ 1,500.00	$ 40,500.00
1050-11-221	2" PVC Waterline, Including Restraints	80	LF	$ 92.00	$ 7,360.00	$ 14.13	$ 1,130.40	$ 15.75	$ 1,260.00	$ 30.00	$ 2,400.00
1050-11-222	4" PVC Waterline, Including Restraints	10	LF	$ 94.00	$ 940.00	$ 61.95	$ 619.50	$ 25.25	$ 252.50	$ 80.00	$ 800.00
1050-11-223	6" PVC Waterline, Including Restraints	240	LF	$ 96.00	$ 23,040.00	$ 38.00	$ 9,120.00	$ 35.15	$ 8,436.00	$ 40.00	$ 9,600.00
1050-11-224	8" PVC Waterline, Including Restraints	2,330	LF	$ 98.00	$ 228,340.00	$ 42.00	$ 97,860.00	$ 44.23	$ 103,055.90	$ 50.00	$ 116,500.00
1050-11-226	12" PVC Waterline, Including Restraints	2,340	LF	$ 100.00	$ 234,000.00	$ 48.00	$ 112,320.00	$ 51.55	$ 120,627.00	$ 55.00	$ 128,700.00
1050-11-233	6" DIP Waterline, Including Restraints	20	LF	$ 110.00	$ 2,200.00	$ 58.00	$ 1,160.00	$ 75.45	$ 1,509.00	$ 130.00	$ 2,600.00
1050-11-234	8" DIP Waterline, Including Restraints	35	LF	$ 117.00	$ 4,095.00	$ 59.00	$ 2,065.00	$ 82.37	$ 2,882.95	$ 150.00	$ 5,250.00
1050-11-236	12" DIP Waterline, Including Restraints	280	LF	$ 120.00	$ 33,600.00	$ 68.00	$ 19,040.00	$ 97.23	$ 27,224.40	$ 140.00	$ 39,200.00
1050-18-003	Plug & Place Out of Service, 6" Waterline	4,275	LF	$ 5.00	$ 21,375.00	$ 7.00	$ 29,925.00	$ 9.35	$ 39,971.25	$ 4.00	$ 17,100.00
1050-18-005	Plug & Place Out of Service, 12" Waterline	710	LF	$ 15.00	$ 10,650.00	$ 12.00	$ 8,520.00	$ 14.77	$ 10,486.70	$ 7.00	$ 4,970.00
1055-1	Water Pipe Fittings	9.27	TN	$ 25,000.00	$ 231,750.00	$ 7,500.00	$ 69,525.00	$ 14,720.00	$ 136,454.40	$ 11,000.00	$ 101,970.00
1080-11-103	2"x2" Tapping Sleeve & Valve	3	EA	$ 1,180.00	$ 3,540.00	$ 1,063.46	$ 3,190.38	$ 1,830.00	$ 5,490.00	$ 2,000.00	$ 6,000.00
1080-11-203	4"×4" Tapping Sleeve & Valve	1	EA	$ 4,900.00	$ 4,900.00	$ 2,106.89	$ 2,106.89	$ 2,779.00	$ 2,779.00	$ 3,000.00	$ 3,000.00
1080-11-303	6"×6" Tapping Sleeve & Valve	6	EA	$ 5,200.00	$ 31,200.00	$ 2,998.01	$ 17,988.06	$ 3,875.00	$ 23,250.00	$ 3,500.00	$ 21,000.00
1080-11-403	8"×8" Tapping Sleeve & Valve	5	EA	$ 5,800.00	$ 29,000.00	$ 4,859.28	$ 24,296.40	$ 4,998.00	$ 24,990.00	$ 4,500.00	$ 22,500.00
1080-11-503	12" x 12" Tapping Sleeve & Valve	1	EA	$ 7,850.00	$ 7,850.00	$ 6,822.48	$ 6,822.48	$ 7,340.00	$ 7,340.00	$ 7,500.00	$ 7,500.00
1080-11-304	6" Gate Valve	11	EA	$ 1,300.00	$ 14,300.00	$ 1,000.74	$ 11,008.14	$ 1,120.00	$ 12,320.00	$ 1,200.00	$ 13,200.00
1080-11-404	8" Gate Valve	2	EA	$ 1,650.00	$ 3,300.00	$ 1,369.42	$ 2,738.84	$ 1,420.00	$ 2,840.00	$ 1,800.00	$ 3,600.00
1080-11-504	12" Gate Valve	15	EA	$ 2,600.00	$ 39,000.00	$ 2,314.27	$ 34,714.05	$ 2,559.00	$ 38,385.00	$ 2,900.00	$ 43,500.00
1080-11-107	2" Line Stop Assembly	2	EA	$ 3,750.00	$ 7,500.00	$ 3,076.64	$ 6,153.28	$ 3,200.00	$ 6,400.00	$ 3,400.00	$ 6,800.00
1080-11-307	6" Line Stop Assembly	7	EA	$ 7,500.00	$ 52,500.00	$ 5,387.90	$ 37,715.30	$ 6,320.00	$ 44,240.00	$ 5,600.00	$ 39,200.00
1080-11-407	8" Line Stop Assembly	4	EA	$ 9,500.00	$ 38,000.00	$ 6,641.13	$ 26,564.52	$ 7,980.00	$ 31,920.00	$ 7,200.00	$ 28,800.00
1080-11-507	12" Line Stop Assembly	2	EA	$ 13,000.00	$ 26,000.00	$ 8,237.02	$ 16,474.04	$ 11,290.00	$ 22,580.00	$ 10,000.00	$ 20,000.00
1080-11-605	12" x2" Blowoff assembly	1	EA	$ 3,000.00	$ 3,000.00	$ 3,610.16	$ 3,610.16	$ 1,930.00	$ 1,930.00	$ 1,100.00	$ 1,100.00
1644-116-08	Fire Hyd, F&I, Std, 3 Way, 2 Hose, 1 Pumper	11	EA	$ 4,500.00	$ 49,500.00	$ 3,710.39	$ 40,814.29	$ 2,997.00	$ 32,967.00	$ 3,300.00	$ 36,300.00
1650-1	3M Marker Balls	130	EA	$ 30.00	$ 3,900.00	$ 16.53	$ 2,148.90	$ 12.00	$ 1,560.00	$ 13.00	$ 1,690.00

CITY OF COCOA - FLORIDA AVENUE STREETSCAPE
FPN# 435424-1-58-01, FAN# 886-756A
BID # B-16-10-COC
Bid Tabulation
Bid Opening May 19, 2016

Item No.	Description	Est Qtys	Units	Watson Civil Construction, Inc. Unit Price	Watson Civil Construction, Inc. Total	DP Development of the Treasure Coast, LLC Unit Price	DP Development of the Treasure Coast, LLC Total	Masci General Contractor, Inc. Unit Price	Masci General Contractor, Inc. Total	Gibbs & Register, Inc. Unit Price	Gibbs & Register, Inc. Total
1660-1	Pigging and Flushing Waterline	1	LS	$ 30,000.00	$ 30,000.00	$ 33,686.74	$ 33,686.74	$ 3,500.00	$ 3,500.00	$ 25,000.00	$ 25,000.00
	Part C City Funded Water Main Replacement Sub-Total				**$ 2,086,218.00**		**$ 1,248,535.72**		**$ 1,308,351.71**		**$ 1,533,787.50**
	TOTAL BASE BID (Part A + Part B + Part C)				**$ 5,311,510.45**		**$ 3,252,641.70**		**$ 3,245,900.81**		**$ 3,656,266.00**
	Additive Alternate Utilization of DIP for all 4"-12" water main versus PVC.										
A.	4" DIP vs. PVC	10	LF	$ 30.00	$ 300.00	$ 37.00	$ 370.00	$ 23.67	$ 236.70	$ 25.00	$ 250.00
B.	6" DIP vs. PVC	240	LF	$ 14.00	$ 3,360.00	$ 20.00	$ 4,800.00	$ 14.33	$ 3,439.20	$ 12.00	$ 2,880.00
C.	8" DIP vs. PVC	2,330	LF	$ 19.00	$ 44,270.00	$ 17.00	$ 39,610.00	$ 19.10	$ 44,503.00	$ 14.00	$ 32,620.00
D.	12" DIP vs. PVC	2,340	LF	$ 20.00	$ 46,800.00	$ 20.00	$ 46,800.00	$ 31.53	$ 73,780.20	$ 22.00	$ 51,480.00
	Additive Alternate Total				**$ 94,730.00**		**$ 91,580.00**		**$ 121,959.10**		**$ 87,230.00**
	GRAND TOTAL (Base Bid & Additive Alternate)				**$ 5,406,240.45**		**$ 3,344,221.70**		**$ 3,367,859.91**		**$ 3,743,496.00**

Notes:
1. $0.01 addition mistake made in DP Development Total Base Bid. Corrected total shown.

NO BID RESPONSE
TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone Street
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-16-10-COC

Florida Ave Streetscape Project

OPENING DATE: 5/19/16

OPENING TIME: **2:30 PM**

REASON FOR NOT BIDDING:
Not FDOT Qualified

Company Name: Jordan Brothers Construction, LLC

Address: 7575 Kingspointe Parkway Suite 7

City: Orlando State: FL Zip: 32819

Signature: [signature] Title: Purchasing Manager

Date: 5/4/16

SECTION 00706
Page 1 of 1

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, May 19, 2016

BID NUMBER: B-16-10-COC Florida Ave. Streetscape Project

VENDOR	0019 Bidder's Acknowledgement	LAP Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form Alternate	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety
Jordan Brothers Construction LLC 7575 Kingspointe Pkwy Ste#7 Orlando, FL 32819					NO BID															
Watson Civil Construction Inc. 319 West Town Place Suite 25 St Augustine, FL 32092	Y	Y	Y	Y	$5,311,510.45	$94,730.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DP Development of the Treasure Coast, LLC. 467 Forrest Ave #118 Cocoa, FL 32922	Y	Y	Y	Y	$3,252,641.71	$91,580.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Gibbs & Register, Inc. 232 S. Dillard Street Winter Garden, FL 34787	Y	Y	Y	Y	$3,656,266.00	$87,230.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Masci General Contractor, Inc. 5752 S. Ridgewood Avenue Port Orange, FL 32127	Y	Y	Y	Y	$3,245,900.81	$121,959.10	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

USER NAME PA

Forgot Username? Fo

Entity Dashboard

Entity Overview

Entity Record

Core Data

Assertions

Reps & Certs

POCs

Reports

Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

DP Development Of The Treasure Coast, LLC

DUNS: 794646542 CAGE Code: 65QS9 **POMPANC**

Status: Expired

Expiration Date: 10/17/2013

Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: DP Development Of The Treasure Coast, LLC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Expired
Activation Date: 10/18/2012
Expired On: 10/17/2013

Exclusions

Active Exclusion Records? No

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Report ran: 06/13/2016 - 12:01:05

Contractors Suspension List

Contractor Name	Action Taken	Action Termination Date
A EXTREME ROAD MAINTENANCE INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	04/22/2019
ACUTEC INC	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	PENDING
BETTER ROADS INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	PENDING
CALHOUN ENTERPRISE OF CENTRAL FLORIDA	NO CERIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUBCONTRACTOR, OR MATERIAL SUPPLER ON FDOT CONTRACTS.	05/14/2023
COASTAL PAVING & SEALING, L.L.C.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	PENDING
DAWN MICHELLE CALHOUN	NO CERIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUBCONTRACTOR, OR MATERIAL SUPPLER ON FDOT CONTRACTS.	05/14/2023
DAWN MICHELLE CARTER	NO CERIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUBCONTRACTOR, OR MATERIAL SUPPLER ON FDOT CONTRACTS.	05/14/2023
EMPOWER CONSTRUCTION INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	07/30/2017
ENVIRONMENTAL INNOVATIONS INC	DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	11/24/2016
ENVIRONMENTAL INNOVATIONS INC	DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	11/24/2018
FANI GIALOUSIS	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	02/15/2022

Report ran: 06/13/2016 - 12:01:05

Contractors Suspension List

Contractor Name	Action Taken	Action Termination Date
GEORGE SAYAR	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	09/07/2019
HIGHSTYLE ENGINEERING & ARCHITECTURAL SE	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	09/29/2016
JULIE GRANGER	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	07/30/2017
M.B.E., INC. OF FLORIDA	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	02/15/2022
MARK GRANGER SR.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	07/30/2017
MID CONTINENT ELECTRIC	NO CERTIFICATION OF QUALIFICATION; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	PENDING
MIDWEST CRETE CONSTRUCTION INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	04/05/2018
ONAS CORPORATION	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	11/04/2017
POSEN CONSTRUCTION, INC.	CERTIFICATION OF QUALIFICATION SUSPENDED AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR,	PENDING
PRO STRIPING USA CORP	DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	09/29/2016
ROYAL REGIONS INCORPORATION	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	09/30/2016

Report: Suspension List

Report ran: 06/13/2016 - 12:01:05

Contractors Suspension List

Contractor Name	Action Taken	Action Termination Date
RWH CONSTRUCTION, INC.	RWH CONSTRUCTION HAS AN ACTIVE EXCLUSION ON THE FEDERAL SAM SITE THAT WILL APPLY ON ANY FDOT PROJECTS WITH FEDERAL-AID PARTICIPATION. AGENCIES SHALL NOT SOLICIT OFFERS FROM, AWARD CONTRACTS TO RENEW, PLACE NEW ORDERS WITH, OR OTHERWISE EXTEND THE DURATION OF CURRENT CONTRACTS, OR CONSENT TO SUBCONTRACTS IN EXCESS OF $30,000 (OTHER THAN COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS, WITH THE CONTRACTOR UNLESS THE AGENCY HEAD (OR DESIGNEE) DETERMINES IN WRITING THERE IS A COMPELLING REASON TO DO SO.	02/26/2017
SAYAR ENTERPRISES, INC. DBA SOUTHERN DEVELOPMENT	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	09/07/2019
SUNRISE SECURITY AGENCY AND MAINTENANCE,	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	08/11/2016
TECHINT GROUP CORP	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	08/15/2016
TNT RECLAMATION	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	01/10/2017
TONY GIALOUSIS	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	02/15/2022

Department of Management Services

Suspended Vendor List

The following vendors have been removed from the Vendor List pursuant to Rule 60A-1.006, F.A.C.

Revised: March 15, 2016

Inactive per Department of State (INACTIVE PER DOS)

Vendor Number	Vendor Name/Address	Date Suspended	Agency	Notice of Default
F953278704	9008 Group, Inc. dba Act-1 Group 1999 West 190th Street Torrance, CA 90504			
F351778876 001	A & M Distributing 2008 W. Lincoln Highway, Suite 499 Merryville, IN 46410-5337	12-02-1998		
F581209815 001	AAE Office Machines & Supplies 553 2nd Avenue Daytona Beach, FL 32114-3174			
F650268537	ABC Computers, Inc. 1901 N.W. 82 Ave. Miami, FL 33126	(INACTIVE PER DOS)		
F59207683 011	Advanced Data Products 48 Miracle Mile Miami, FL 33134-5404	(INACTIVE PER DOS)		
F592570833 001	Alex Distributors, Inc. 4360 E 10th Lane Hialeah, FL 33013-2527	(INACTIVE PER DOS)		
F592731140 001	All Florida Contract Carpets, Inc. 3702 Northwest Passage Tallahassee, Florida 32303	10-03-2000 (INACTIVE PER DOS)		
F383055757 001	American Bid Consultants P.O. Box 251054 W. Bloomfield, MI 48325	(INACTIVE PER DOS)		
F592630367	American Telecommunications Services Corp. 2812 Kelly Park Rd. Apopka, FL 32712	03-14-2005 (INACTIVE PER DOS)	DMS	
F590471160 001	Anderson Surgical Supply P.O. Box 1228 Tampa, FL 33601-1228	(INACTIVE PER DOS)		
F720825843 001	Annette's Set 2640 Hodges Street Lake Charles, LA 70601-7312			
F650750100	Answerthink 1001 Brickell Bay Drive, Suite 3000 Miami, FL 33131			
F592908324 001		09-12-1994	DMS	

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	Bill Bryan Jeep Eagle, Inc. 4800 N Highway 19A Mt. Dora, FL 32757	(INACTIVE PER DOS)		
F592236217 001	Bill Thomas Chevrolet, Inc. P.O. Box 5708 Tallahassee, FL 32314	09-12-1991 (INACTIVE PER DOS)	DMS	
XXXXXX9444 001	B & J Supplies 502 NW 57th Street #243 Gainesville, FL 32607-1608			
F221901316 001	Bori Enterprises 463 Main Street Crosswicks, NJ 08515			
F591766966 001	Bratton Machinery Supply 1015 Commercial Street Tallahassee, FL 32304	(INACTIVE PER DOS)		
F943184303	Broadvision, Inc. Five Concourse Parkway Atlanta, GA 30328	03-21-2005 (INACTIVE PER DOS)	DMS	
80-0739547	Building Maintenance of America dba Florida Building and Maintenance 333 North Falkenburg Road, #A117 Tampa, FL 33619	07-02-2014	DMS	Notice of Default (575.81 KB)
F592217925 001	C & S Dist. of America, Inc. P.O. Box 1056 Orange Park, FL 32067-1056	(INACTIVE PER DOS)		
F381263910 001	Canton China & Equipment Co. 6309 Mack Avenue Detroit, MI 48207-2399			
XXXXXX6961	CEC PC Consulting 22846 Cypress Trail Drive Lutz, FL 33549	03-18-2005	DMS	
F501779929 001	Columbia Press P.O. Box 5756 Orlando, FL 32805			
F541945793	Digital Paper Corporation 201 N. Union Street, Suite 140 Alexandria, VA 22314	03-14-2005 (INACTIVE PER DOS)	DMS	
F591353708 001	Dimmit Chevrolet, Inc. P.O. Box 14759 Clearwater, FL 34629-4759	09-12-1991	DMS	
F592418890 001	Diversified Distributors, Jax 1241 Haines Street			
F221900211 001	D R L Associates Broad Street Yardville, NJ 08620			
F650143937 001	Ebonys Food Co., Inc. 1260 NE 159th Street North Miami Beach, FL 33162	(INACTIVE PER DOS)		
F133954395	Enterprise Training Solutions 410 Saw Mill River Road Ardsley, NY 10502	03-25-2005	DMS	

Department of Management Services

Convicted Vendor List

Section 287.133(3)(d), Florida Statutes, provides that the Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

The list includes:

Revised: 3/10/15

Vendor Number	Vendor Name/ Address	Date Suspended	Agency	Convicted Vendor
Not Applicable	Jonathan A. Jenkins	08/14/14	DOT	Convicted Vendor (88.28 KB)
Not Applicable	Lance William Young	03/10/15	Jacksonville Port Authority	Convicted Vendor (60.38 KB)
Not Applicable	Peter Clay	08/14/14	AHCA	Convicted Vendor (84.06 KB)
Not Applicable	Paul Behrens	08/11/14	AHCA	Convicted Vendor (1,017.74 KB)
Not Applicable	Todd S. Farha	08/14/14	AHCA	Convicted Vendor (86.74 KB)
Not Applicable	William Kale	08/14/14	AHCA	Convicted Vendor (82.33 KB)

Document reader download link

- Adobe PDF Reader

Department of Management Services

Vendor Complaint List

The following table lists all formal Vendor Complaints issued to vendors by state agencies and received by the Department of Management Services. The Department tracks this information as part of its vendor management processes. Agencies are encouraged to review this information before making judgments about a vendor's responsibility pursuant to Rule 60A-1.006 (1), Fla. Admin. Code.

To export this table to Microsoft Excel follow these steps:

- Right click on the table
- Choose "Export to Microsoft Excel"

Pending Complaints:

Vendor	Agency	Issue Date	Contract/PO #	Items of Order	Issues
FedEx Corporation	DOL	05/05/16	ACS#78102200-16-ACS	Courier Services	Specifications/Requirements, Delivery/Schedule (449.53 KB)
Pitney Bowes	DVA	02/20/15	STC#600-760-11-1	Mail Processing Equipment	Invoicing, Customer Service (801.19 KB)
SHI International	FDLE	11/30/15	STC#43230000-14-01	Commercial Off-The-Shelf (COTS) Software	Specifications/Requirements (2.15 MB)
Universal Protection Services	Seminole County	03/07/16	STC#92121500-14-01	Security Officer Services	Invoicing/Customer Service (118.25 KB)

Document reader download link

- Adobe PDF Reader

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Task Order Request Form

Continuing Services Agreement for Civil Engineering

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-16-01-COC-A **Vendor:** Quentin L. Hampton Associates, Inc.

Dept./Division Name: Multiple Dept./Divisions **Requestor:** Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2016.06.28 10:52:21 -04'00' **Date:** 6/28/16

Project Number: Multiple project numbers **Title:** Project Manager

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2-10-16 **Dated:** 2/10/16 **Amount:** $ 173,800.00

☑ Quote Attached

Everett J. Wegerif Digitally signed by Everett J. Wegerif DN: dc=org, dc=cocoafl, ou=Public Works, cn=Everett J. Wegerif, email=ewegerif@cocoafl.org Date: 2016.06.28 17:22:35 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The Florida Avenue Streetscape Project is beginning the construction phase of the project. The project requires Construction, Engineering and Inspection (CEI) services. Quentin L. Hampton Associates, Inc. (QLH) is currently the design and construction engineer for the project. They are submitting a task order to perform the CEI Services for the project. The project involves three funds (Cocoa CRA, Stormwater and Utilities) and three project numbers (CD1105, PW08PL and WS1506).

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-01

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 6/29/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.06.29 16:53:43 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) **Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.**
2) **Director: review and approve, forward both to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

February 10, 2016

Susan McGrady
C.R.A. Program Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Email: smcgrady@cocoafl.org
Hard Copy Mailed Only on Request

Re: FLORIDA AVENUE STREETSCAPE – CEI SERVICES

Dear Ms. McGrady,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this revised Construction Engineering and Inspection (CEI) services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes construction phase services for the streetscape, stormwater and water main work. This revision was made to remove the bidding services, which is addressed in a separate task order.

The attached task order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Cocoa and the CRA on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

Andrew M. Giannini, P.E.
Project Engineer

DAK/KAL:bf

Enclosures: Task Order
Estimated Manhour Schedule

cc: Project File
Billing File

FLORIDA AVENUE STREETSCAPE IMPROVEMENTS – CEI SERVICES
CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY
TASK ORDER

1. GENERAL

1.1. This Task Order is in conformance with the Agreement for Engineering Services ("Agreement") between the City of Cocoa ("City") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

2.1. The City of Cocoa Community Redevelopment Agency (CRA) has planned for streetscape improvements to Florida Avenue between Rosa L. Jones Drive and SR 520/King Street. The CRA previously contracted with Baskerville Donovan Inc. (BDI) to prepare preliminary design plans ("Preliminary Design"). Upon the selection of Florida Avenue for funding from the Space Coast Transportation Planning Organization (SCTPO) for its "Complete Street" Program, the CRA worked with the SCTPO and Kittelson and Associates Inc. (KAI) to prepare a Complete Streets Feasibility Study ("Study") for the roadway. The CRA was successful in acquiring $913,000 in construction funding from the Florida Department of Transportation (FDOT) Local Agency Program (LAP) through the SCTPO. The City was recently recertified by FDOT for the LAP.

2.2. The City Utilities Department contracted with Bussen-Mayer Engineering Group Inc. (BMEG) for the design of utility improvements along the roadway and adjacent streets.

2.3. The CRA contracted with QLH for the streetscape improvement design and permitting.

2.4. The CRA desires QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

3.1. General

3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

3.1.2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.

3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.

3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3. Sampling and Testing

3.3.1. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the project documents shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

3.3.2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

3.3.3. Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

3.3.4. Documentation reports on sampling and testing performed by QLH shall be submitted during the same week that the construction work is done.

3.4. Engineering Services

3.4.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.

3.4.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.

3.4.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

3.4.3.1. Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

3.4.3.2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". QLH's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.

3.4.3.3. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

3.4.3.4. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

3.4.3.5. Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, CITY staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY owned facilities.

3.4.3.6. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.

3.4.3.7. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.

3.4.3.8. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal

Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

3.4.3.9. The CITY will provide Public Information Services.

3.4.3.10. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

3.4.3.11. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

3.4.3.11.1. These photographs will be filed and maintained on QLH's computer using a Digital Photo Management system.

3.4.3.11.2. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

3.5. Exclusions

3.5.1. All other work not described above is hereby excluded.

4. COMPENSATION

4.1. QLH proposes to complete the above stated work for an estimated fee of one hundred seventy-three thousand eight hundred and 00/100 dollars ($173,800.00).

4.2. These fees are based on the attached estimated man hour schedule.

4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

4.4. The above fees are based on payment by City check. Convenience fee of 2% will be charged for E-Pay or credit card payments. The hourly rates listed in the attached man hour schedule reflect discounted rates based on payment by check.

5. SCHEDULE

5.1. Construction contract is 210 days to substantial and 240 days to final.

Quentin L. Hampton Associates, Inc.	City of Cocoa, Florida
David A. King, P.E. Vice President	John A. Titkanich, Jr., AICP City Manager
2/10/16 Date	Date

RESOLUTION NO. 2016-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE GENERAL FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE FLORIDA AVENUE STREETSCAPE PROJECT (CD1105), IN AN AMOUNT NOT TO EXCEED THE $1,282,313, WHICH INCLUDES A $126,817 CONTINGENCY SET ASIDE FOR THE PROJECT, NOTING THAT $21,000 IS A CONTINGENCY SET ASIDE FOR THE CRA PORTION OF 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 in the General Fund to the primary construction contract related to the completion of the Florida Avenue Streetscape Project (CD1105) 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, 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 in the General Fund to the primary construction contract related to the Florida Avenue Streetscape Project (CD1105), provided the total amount of approved change orders do not cause the construction budget to exceed the total $1,282,313 budgeted by the City Council for the project inclusive of the $126,817 contingency amount set aside for the project. Due to the funding constraints of the CRA, they cannot set aside contingency, therefore, $21,000 of the total $126,817 is contingency for the CRA portion of 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 the 26th Day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE 421 FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE FLORIDA AVENUE STREETSCAPE PROJECT (WS1506), IN AN AMOUNT NOT TO EXCEED THE $1,909,332, WHICH INCLUDES A $312,139 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 (in the 421 Fund) to the primary construction contract related to the completion of the Florida Avenue Streetscape Project (WS1506) 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, 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 in the 421 Fund to the primary construction contract related to the Florida Avenue Streetscape Project (WS1506), provided the total amount of approved change orders do not cause the construction budget to exceed the total $1,909,332 budgeted by the City Council for the project inclusive of the $312,139 contingency amount set aside 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 the 26th Day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE 423 FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE FLORIDA AVENUE STREETSCAPE PROJECT (CD1105), IN AN AMOUNT NOT TO EXCEED THE $606,870, WHICH INCLUDES A $51,536 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 (in the 423 Fund) to the primary construction contract related to the completion of the Florida Avenue Streetscape Project (PW08PL) 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, 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 in the 423 Fund to the primary construction contract related to the Florida Avenue Streetscape Project (PW08PL), provided the total amount of approved change orders do not cause the construction budget to exceed the total $606,870 budgeted by the City Council for the project inclusive of the $51,536 contingency amount set aside 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 the 26th Day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

received

Bussen - Mayer Engineering Group, Inc.

April 19, 2016

RFQ-12-06-COC
TASK ORDER #2016-24

Ben Hayner, E.I., Engineering Division Manager
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922

RE: FLORIDA AVENUE WATERMAIN REPLACEMENT
CONSTRUCTION PHASE SERVICES
BUSSEN-MAYER PROJECT NUMBER: 379105A

Dear Mr. Hayner:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this proposal for Construction Phase services relating to the above referenced project. We understand that construction of this project will be based on plans previously prepared by BMEG (Project #379105), under separate agreement. We further understand that the project will be constructed together with a Florida Avenue streetscape improvements project as per plans and specifications prepared by Quentin L. Hampton & Associates, Inc. This proposal generally includes construction phase services as applicable for the waterline installation. Full-time inspections and/or construction management are not anticipated as a requirement.

Based on this information, we propose to provide the following specific scope of services in a timely fashion:

A. <u>ENGINEERING SERVICES:</u>

1. We will attend a preconstruction conference with the applicable utilities companies, the Contractor and Cocoa staff.

2. We will review and approve (or redline) shop drawings for the waterline system as required for the project.

3. We will assist the City with underground utility location coordination and conflict assessment in association with utility companies during the course of construction.

100 PARNELL STREET • MERRITT ISLAND, FL 32953 • PH.: (321) 453-0010
FAX.: (321) 454-6885 • E-MAIL: bussenmayer@bellsouth.net

4. We will complete general routine site visits and inspections during the course of major waterline construction activities, in order to review the progress and quality of the work, review maintenance of traffic measures, confirm compliance with permitting requirements, and provide construction coordination assistance to the Contractor and City. It is anticipated that construction inspections and site visits will occur on average two (2) times per week during active construction periods and will average approximately 2 to 3 hours per inspection.

5. We will file the NPDES notification at the commencement of construction (if required), and provide the required inspections/reports.

6. We will monitor erosion control measures pursuant to the stormwater pollution plan and provide recommendations and coordination within the City and contractor in accordance with NPDES requirements.

7. We will attend regularly scheduled progress meetings and field meetings (if necessary) with the City to assist in the efficient completion of the project.

8. We will assist the City in addressing Contractor RAI's during the course of construction.

9. Upon receipt of certified as-built drawings prepared and provided by the Contractor's registered land surveyor, we will review these record drawings for compliance of the approved plans and permits and make appropriate written comments as necessary. Upon substantial completion of the project in conformance with the approved plans and permits and upon receipt of the final certified as-built drawings revised per comments as referenced above, we will provide final certifications for the project to the appropriate involved agencies (FDEP).

10. We will coordinate with the City and attend the final inspection of the project in conjunction with the appropriate agencies and the Contractor. We will assist the City with developing a punchlist of construction deficiencies by the Contractor and assist in pursuing final acceptance and clearance as required.

We have prepared this proposal based on the following assumptions and conditions:

1. The NPDES filing fee is included ($400.00).

2. Surveying services and/or the location of underground improvements is not included.

3. Attendance at public meetings is not included.

4. Environmental services are not included (not anticipated as a requirement).

5. Fees shown herein are based on the construction time period of two hundred forty (240) days., per the project specifications. If construction significantly exceeds this time period, additional fees may be required.

6. Construction stakeout and/or preparation of as-built drawings are not included.

7. FDEP Dewatering permits not included (not anticipated as a requirement). Contractor to obtain if required.

Our proposed lump sum fees for providing the above described services would be as follows:

A. Engineering Services **$44,860.00**

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

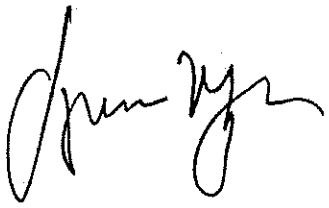
It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2012 for engineering design, permitting and services for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this

project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

APPROVED BY:

John A. Titkanich, Jr., AICP
City Manager

Date:

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Exhibit "A"
Man-Hour Breakdown-Basic Scope
Florida Ave Waterline Extension
Construction Phase Services
BMEG# 379105A
4/18/16

	Hours	Rate	Subtotal		
A. ENGINEERING SERVICES					
1. Shop Drawing Review					
Project Engineer (CDE)	6.00	$ 135	$ 810		
Project Inspector	12.00	$ 65	$ 780		
Engineering Technician	24.00	$ 85	$ 2,040		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	3,810
2. Pre-construction conference.					
Project Engineer	2.00	$ 135	$ 270		
Construction Inspector	2.00	$ 65	$ 130		
			Subtotal	$	400
3. Underground utility location coordination.					
Project Engineer	8.00	$ 135	$ 1,080		
Construction Inspector	40.00	$ 65	$ 2,600		
			24	$	3,680
4. Site Inspections and Reports					
Project Engineer	32.00	$ 135	$ 4,320		
Construction Inspector	192.00	$ 65	$ 12,480		
Office Assistant	32.00	$ 45	$ 1,440		
			Subtotal	$	18,240
5. Filing of NPDES NOI.					
Project Engineer	2.00	$ 135	$ 270		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	450
6. Monitoring for erosion control/MOT					
Project Engineer	12.00	$ 135	$ 1,620		
Construction Inspector	24.00	$ 65	$ 1,560		
			Subtotal	$	3,180
7. Attendance at progress meetings and field meetings.					
Project Engineer	32.00	$ 135	$ 4,320		
Construction Inspector	64.00	$ 65	$ 4,160		
			Subtotal	$	8,480

8. Assist City in addressing contractor RAI's.					
Project Engineer	10.00	$ 135	$ 1,350		
Construction Inspector	20.00	$ 65	$ 1,300		
Office Assistant	8.00	$ 45	$ 360		
			Subtotal	$	3,010
9. As-built review and processing of final certifications.					
Project Engineer	6.00	$ 135	$ 810		
Construction Inspector	12.00	$ 65	$ 780		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	1,770
10. Coordination with City, attendance at final inspection and assistance with final punch list.					
Project Engineer	4.00	$ 135	$ 540		
Construction Inspector	8.00	$ 65	$ 520		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	1,240
11. Reimbursables/NPDES fee					
			Subtotal	$	600
			ENGINEERING SERVICES TOTAL	**$**	**44,860**

Florida Avenue Project
Cost Share Split - Between 3 Funds

7/20/2016

Cost-Share Split for General Work Items	
	Cocoa (General Fund) 47%
	CRA 9%
	SW (Stormwater/Public Works) 23%
	UTIL (Utilities) 21%

				Contractor - DP Development of the Treasure Coast, LLC		Cost-Share Split			
Item No.	**Description**	**Est Qtys**	**Units**	**Unit Price**	**Total**	**Cocoa (001)**	**CRA (110)**	**SW (423)**	**UT (421)**
Part A FDOT LAP Funded									
1	**Mobilization (< 2% of total bid)**	1	LS	$ 34,575.00	$ 34,575.00	$ 19,362.00		$ 7,952.25	$ 7,260.75
2	**Preconstruction Video**	1	LS	$ 2,500.00	$ 2,500.00	$ 1,400.00		$ 575.00	$ 525.00
3	**Soil/Erosion Control**	1	LS	$ 17,500.00	$ 17,500.00	$ 9,800.00		$ 4,025.00	$ 3,675.00
4	**Demolition**	1	LS	$ 215,000.00	$ 215,000.00	$ 120,400.00		$ 49,450.00	$ 45,150.00
5	**Storm Pipe**								
	a) 15" RCP	120	LF	$ 75.00	$ 9,000.00	$ 9,000.00			
6	**Storm Structures**								
	a) Alt A Type P Bottom	12	EA	$ 1,625.06	$ 19,500.72			$ 19,500.72	
	b) Type 9 Inlet Top	12	EA	$ 1,648.26	$ 19,779.12	$ 19,779.12			
	c) Sidewalk Flume (include rail as required)	3	EA	$ 4,390.10	$ 13,170.30	$ 13,170.30			
	d) Manhole Cover and Ring	1	EA	$ 920.46	$ 920.46	$ 920.46			
7	**Permeable Pavers**								
	a) Pedestrian Pavers	815	SY	$ 91.47	$ 74,548.05			$ 74,548.05	
8	**Concrete**								
	a) 4" Thick Concrete Sidewalk	2,700	SY	$ 37.54	$ 101,358.00	$ 101,358.00			
	b) Curb Ramp	223	SY	$ 84.73	$ 18,894.79	$ 18,894.79			
	c) 6" Thick Concrete (Driveway)	850	SY	$ 58.49	$ 49,716.50	$ 49,716.50			
	d) Type F Curb & Gutter	4,815	LF	$ 22.61	$ 108,867.15	$ 54,433.58		$ 54,433.58	
	e) 1' Wide Environmental Curb	1,340	LF	$ 21.53	$ 28,850.20			$ 28,850.20	
	f) 6" Wide Header Curb	66	LF	$ 26.44	$ 1,745.04	$ 1,745.04			
	g) Valley Gutter	114	LF	$ 28.04	$ 3,196.56	$ 3,196.56			
9	**Road Restoration**								
	a) Asphalt Road/Repair/Driveway	460	SY	$ 77.09	$ 35,461.40	$ 35,461.40			
	b) Type SP 9.5 Traffic Level C Asphaltic Concrete	715	TN	$ 101.07	$ 72,265.05	$ 72,265.05			
	c) 8" Thick Road Base	8,144	SY	$ 19.03	$ 154,980.32			$ 77,490.16	$ 77,490.16
	d) Type B Stabilization	9,364	SY	$ 6.28	$ 58,805.92			$ 29,402.96	$ 29,402.96
10	**Signage/Striping**								
	a) 24" Wide White Thermoplastic	336	LF	$ 7.71	$ 2,590.56	$ 2,590.56			
	b) 12" Wide White Thermoplastic	1,356	LF	$ 3.72	$ 5,044.32	$ 5,044.32			
	c) 6" Wide Double Yellow Thermoplastic	2,150	LF	$ 2.45	$ 5,267.50	$ 5,267.50			
	d) 18" Wide Yellow Thermoplastic	100	LF	$ 5.32	$ 532.00	$ 532.00			
	e) 6" Wide White Thermoplastic	355	LF	$ 1.22	$ 433.10	$ 433.10			
	f) Detectable Surface	490	SF	$ 48.86	$ 23,941.40	$ 23,941.40			
	g) Thermoplastic Sharrow	32	EA	$ 328.75	$ 10,520.00	$ 10,520.00			
	h) Thermoplastic Arrow	5	EA	$ 186.19	$ 930.95	$ 930.95			
	i) New Sign, incl. Post, Panel(s) and Street Name Paddle(s)	41	EA	$ 638.35	$ 26,172.35	$ 26,172.35			
	j) Relocate/Reuse Sign and Post	25	EA	$ 132.99	$ 3,324.75	$ 3,324.75			
11	**Landscaping**	1	LS	$ 51,603.92	$ 51,603.92	$ 51,603.92			

12	**Irrigation**	1	LS	$ 66,500.00	$ 66,500.00	$ 66,500.00			
13	**Patterned Asphalt**	420	SY	$ 80.45	$ 33,789.00	$ 33,789.00			
14	**Hardscape Features**								
	a) Tree Grates	38	EA	$ 1,858.86	$ 70,636.68		$ 70,636.68		
	b) Decorative Streetlight	27	EA	$ 4,850.00	$ 130,950.00		$ 130,950.00		
	c) Electrical Distribution System	1	LS	$ 115,000.00	$ 115,000.00	$ 115,000.00			
15	**Layout/As-Builts**	1	LS	$ 60,000.00	$ 60,000.00	$ 33,600.00		$ 13,800.00	$ 12,600.00
16	**Post Construction Video**	1	LS	$ 478.77	$ 478.77	$ 268.11		$ 110.12	$ 100.54
17	**Unsuitable Material Excavation**	120	CY	$ 35.83	$ 4,299.60	$ 429.96		$ 1,934.82	$ 1,934.82
18	**Unsuitable Material Replacement**	120	CY	$ 35.83	$ 4,299.60	$ 429.96		$ 1,934.82	$ 1,934.82
19	**Rock Excavation**	120	CY	$ 176.47	$ 21,176.40	$ 2,117.64		$ 9,529.38	$ 9,529.38
20	**Reserved-N/A**								
21	**Field Locate & Expose Existing Utilities**	1	LS	$ 15,203.30	$ 15,203.30	$ 8,513.85		$ 3,496.76	$ 3,192.69
22	**Traffic Control**	1	LS	$ 125,000.00	$ 125,000.00	$ 70,000.00		$ 28,750.00	$ 26,250.00
23	**Remove Existing Traffic Signals at Rosa L. Jones Dr.**	1	LS	$ 8,590.32	$ 8,590.32	$ 8,590.32			
24	**Replace Traffic Loops at SR 520**	1	LS	$ 6,503.55	$ 6,503.55	$ 6,503.55			
	Part A FDOT LAP Funded Portion Sub-Total				**$ 1,833,422.65**	**$ 1,007,006.03**	**$ 201,586.68**	**$ 405,783.81**	**$ 219,046.12**
	PART B CITY FUNDED FLORIDA AVE								
1	**Hardscape Features**								
	a) Bollards	32	EA	$ 966.54	$ 30,929.28	$ 22,515.96	$ 8,413.32		
2	**Maintenance Bond for Entire Project**	1	LS	$ 7,296.20	$ 7,296.20	$ 4,085.87		$ 1,678.13	$ 1,532.20
3	**City 2" SCH 40 PVC Conduit**	3,070	LF	$ 8.00	$ 24,560.00	$ 24,560.00			
4	**Permeable Pavers**								
	a) Traffic Pavers	875	SY	$ 86.87	$ 76,011.25			$ 76,011.25	
5	Additional Cost for 3,000 psi Fibermesh Concrete	740	CY	$ 43.09	$ 31,886.60			$ 31,886.60	
	Part B City Funded Total Portion Sub-Total				**$ 170,683.33**	**$ 51,161.83**	**$ 8,413.32**	**$ 109,575.98**	**$ 1,532.20**
	20% of WM Work Allocatable to Florida Ave.				**$ 249,707.14**				**$ 249,707.14**
	Florida Ave Subtotal (Part A + Part B + 20% of WM)				**$ 2,253,813.12**	**$ 1,058,167.87**	**$ 210,000.00**	**$ 515,359.79**	**$ 470,285.47**
					Percent of Total	**47.0%**	**9.2%**	**22.9%**	**20.9%**
	PART C CITY FUNDED WATER MAIN REPLACEMENT								
101-1	Mobilization	1	LS	$ 180,000.00	$ 180,000.00				$ 180,000.00
101-2	Pre & Post Construction Video	1	LS	$ 957.53	$ 957.53				$ 957.53
101-3	Record Drawings	1	LS	$ 31,518.10	$ 31,518.10				$ 31,518.10
102-1	Maintenance of traffic	1	LS	$ 16,322.57	$ 16,322.57				$ 16,322.57
104-30	Erosion Control	1	LS	$ 3,944.80	$ 3,944.80				$ 3,944.80
110-1-1	Clearing and Grubbing	1	LS	$ 8,409.55	$ 8,409.55				$ 8,409.55
121-70	Flowable Fill	1,270	CY	$ 104.50	$ 132,715.00				$ 132,715.00
327-70-1	Mill Exist. Asphalt Pvmt., 1" Avg. Depth	8,940	SY	$ 3.38	$ 30,217.20				$ 30,217.20
334-1-23	Superpave Asphalt, Traf. C, SP-12.5, 2.5" Thick	260.5	TN	$ 108.15	$ 28,173.08				$ 28,173.08
334-7-42	Friction Course, Traf. C, FC-9.5, PG 76-22, 1"	491.7	TN	$ 122.35	$ 60,159.50				$ 60,159.50
520-1-10	Concrete Curb and Gutter, Type F	260	LF	$ 22.80	$ 5,928.00				$ 5,928.00
522-2	Remove/Replace 6" Conc. (Sidewalk/Driveway)	570	SY	$ 66.72	$ 38,030.40				$ 38,030.40
526-1-2	Brick Pavers, Remove and Replace (not incl. Florida Ave.)	10	SY	$ 168.36	$ 1,683.60				$ 1,683.60
527-2	Detectable Warnings, Cast-in-Place (not incl. Florida Ave.)	10	SF	$ 31.92	$ 319.20				$ 319.20

~~Florida Avenue Project~~
~~Share Split - Between 3 Funds~~

570-1-4	Sod, St. Augustine	100	SY	$ 5.42	$ 542.00				$ 542.00
570-1-5	Sod, Bahia	2,400	SY	$ 4.94	$ 11,856.00				$ 11,856.00
700-1	Signing & Pavement Markings	1	LS	$ 21,278.48	$ 21,278.48				$ 21,278.48
1050-11-200	Service Line, Short Side	25	EA	$ 949.36	$ 23,734.00				$ 23,734.00
1050-11-201	Service Line, Long Side	27	EA	$ 1,164.05	$ 31,429.35				$ 31,429.35
1050-11-221	2" PVC Waterline, Including Restraints	80	LF	$ 14.13	$ 1,130.40				$ 1,130.40
1050-11-222	4" PVC Waterline, Including Restraints	10	LF	$ 61.95	$ 619.50				$ 619.50
1050-11-223	6" PVC Waterline, Including Restraints	240	LF	$ 38.00	$ 9,120.00				$ 9,120.00
1050-11-224	8" PVC Waterline, Including Restraints	2,330	LF	$ 42.00	$ 97,860.00				$ 97,860.00
1050-11-226	12" PVC Waterline, Including Restraints	2,340	LF	$ 48.00	$ 112,320.00				$ 112,320.00
1050-11-233	6” DIP Waterline, Including Restraints	20	LF	$ 58.00	$ 1,160.00				$ 1,160.00
1050-11-234	8” DIP Waterline, Including Restraints	35	LF	$ 59.00	$ 2,065.00				$ 2,065.00
1050-11-236	12” DIP Waterline, Including Restraints	280	LF	$ 68.00	$ 19,040.00				$ 19,040.00
1050-18-003	Plug & Place Out of Service, 6" Waterline	4,275	LF	$ 7.00	$ 29,925.00				$ 29,925.00
1050-18-005	Plug & Place Out of Service, 12" Waterline	710	LF	$ 12.00	$ 8,520.00				$ 8,520.00
1055-1	Water Pipe Fittings	9.27	TN	$ 7,500.00	$ 69,525.00				$ 69,525.00
1080-11-103	2"x2" Tapping Sleeve & Valve	3	EA	$ 1,063.46	$ 3,190.38				$ 3,190.38
1080-11-203	4"×4" Tapping Sleeve & Valve	1	EA	$ 2,106.89	$ 2,106.89				$ 2,106.89
1080-11-303	6"×6" Tapping Sleeve & Valve	6	EA	$ 2,998.01	$ 17,988.06				$ 17,988.06
1080-11-403	8"×8" Tapping Sleeve & Valve	5	EA	$ 4,859.28	$ 24,296.40				$ 24,296.40
1080-11-503	12” x 12” Tapping Sleeve & Valve	1	EA	$ 6,822.48	$ 6,822.48				$ 6,822.48
1080-11-304	6" Gate Valve	11	EA	$ 1,000.74	$ 11,008.14				$ 11,008.14
1080-11-404	8" Gate Valve	2	EA	$ 1,369.42	$ 2,738.84				$ 2,738.84
1080-11-504	12" Gate Valve	15	EA	$ 2,314.27	$ 34,714.05				$ 34,714.05
1080-11-107	2" Line Stop Assembly	2	EA	$ 3,076.64	$ 6,153.28				$ 6,153.28
1080-11-307	6" Line Stop Assembly	7	EA	$ 5,387.90	$ 37,715.30				$ 37,715.30
1080-11-407	8" Line Stop Assembly	4	EA	$ 6,641.13	$ 26,564.52				$ 26,564.52
1080-11-507	12" Line Stop Assembly	2	EA	$ 8,237.02	$ 16,474.04				$ 16,474.04
1080-11-605	12” x2” Blowoff assembly	1	EA	$ 3,610.16	$ 3,610.16				$ 3,610.16
1644-116-08	Fire Hyd, F&I, Std, 3 Way, 2 Hose, 1 Pumper	11	EA	$ 3,710.39	$ 40,814.29				$ 40,814.29
1650-1	3M Marker Balls	130	EA	$ 16.53	$ 2,148.90				$ 2,148.90
1660-1	Pigging and Flushing Waterline	1	LS	$ 33,686.74	$ 33,686.74				$ 33,686.74
Part C City Funded Water Main Replacement Sub-Total					**$ 1,248,535.72**	**$ -**	**$ -**	**$ -**	**$ 1,248,535.72**
TOTAL BASE BID (Part A + Part B + Part C)					**$ 3,252,641.70**	**$ 1,058,167.87**	**$ 210,000.00**	**$ 515,359.79**	**$ 1,469,114.05**
Additive Alternate: Utilization of DIP for all 4”-12” water main versus PVC.									
A.	4” DIP vs. PVC	10	LF	$ 37.00	$ 370.00				$ 370.00
B.	6” DIP vs. PVC	240	LF	$ 20.00	$ 4,800.00				$ 4,800.00
C.	8” DIP vs. PVC	2,330	LF	$ 17.00	$ 39,610.00				$ 39,610.00
D.	12” DIP vs. PVC	2,340	LF	$ 20.00	$ 46,800.00				$ 46,800.00
Additive Alternate Total					**$ 91,580.00**	**$ -**		**$ -**	**$ 91,580.00**
GRAND TOTAL (Base Bid + Additive Alternate)					**$ 3,344,221.70**	**$ 1,058,167.87**	**$ 210,000.00**	**$ 515,359.79**	**$ 1,560,694.05**
					FDOT LAP Funding	$ 913,000.00			
					Cocoa GF Net Total	$ 145,167.87			

QLH - CEI Services as required by the FDOT LAP Agreement

Task Order Reference	Description				QLH - CEI Services	Cocoa (001)	CRA (110)	SW (423)	UT (421)
3.4	Engineering Services				$ 37,400.00	$ 20,944.00		$ 8,602.00	$ 7,854.00
3.2	Inspection				$ 85,100.00	$ 47,656.00		$ 19,573.00	$ 17,871.00

3.3	Sampling and Testing				$ 35,000.00	$ 19,600.00		$ 8,050.00	$ 7,350.00
3.4, 3.8	Compliance				$ 16,300.00	$ 9,128.00		$ 3,749.00	$ 3,423.00
	Total All Tasks				**$ 173,800.00**	**$ 97,328.00**	**$ -**	**$ 39,974.00**	**$ 36,498.00**

BMEG Services as required by Utilities Department

Item	Description				BMEG - Eng Svcs	Cocoa (001)	CRA (110)	SW (423)	UT (421)
1	Shop Drawing Review				$ 3,810.00				$ 3,810.00
2	Pre-Con conference				$ 400.00				$ 400.00
3	Utility location coordination				$ 3,680.00				$ 3,680.00
4	Site inspection and reports				$ 18,240.00				$ 18,240.00
5	Filing of NPDES NOI				$ 450.00				$ 450.00
6	Monitor for erosion control/MOT				$ 3,180.00				$ 3,180.00
7	Attendance at progress/field meetings				$ 8,480.00				$ 8,480.00
8	Assist in addressing RAI				$ 3,010.00				$ 3,010.00
9	As-built review and process of final certs.				$ 1,770.00				$ 1,770.00
10	Coordinate with final inspection and punch list				$ 1,240.00				$ 1,240.00
11	Reimbursables - NPDES Fee				$ 600.00				$ 600.00
	Total Engineering Services				**$ 44,860.00**	**$ -**	**$ -**	**$ -**	**$ 44,860.00**

Total Breakdown Summary

Description	Contractor	Cocoa (001)	CRA (110)	SW (423)	UT (421)
Part A FDOT LAP Funded	DP Development	$ 1,007,006.03	$ 201,586.68	$ 405,783.81	$ 219,046.12
Part B City Funded	DP Development	$ 51,161.83	$ 8,413.32	$ 109,575.98	$ 1,532.20
Part C City Funded Water Main Replacement	DP Development	$ -	$ -	$ -	$ 1,248,535.72
Alternate Additive - DIP Pipe	DP Development	$ -	$ -	$ -	$ 91,580.00
QLH - CEI Services as required by FDOT LAP	QLH	$ 97,328.00	$ -	$ 39,974.00	$ 36,498.00
BMEG - Engineering Services as required by City Utilities	BMEG	$ -	$ -	$ -	$ 44,860.00
	TOTAL COSTS	**$ 1,155,495.87**	**$ 210,000.00**	**$ 555,333.79**	**$ 1,642,052.05**

Construction

	Account Numbers to be charged	Project #	Contractor charges	Add Contingency		Total construction	
Cocoa (001)	001-3510-541-63-00	CD1105	$ 1,058,167.87	$ 105,816.79	10% contingency	**$ 1,184,984.65**	
CRA (110)	110-3230-559-63-00	CD1105	$ 210,000.00	$ 21,000.00	10% contingency add to PW line	**$ 210,000.00**	**$ 3,344,221.70**
SW (423)	423-3570-538-63-00	PW08PL	$ 515,359.79	$ 51,535.98	10% contingency	**$ 566,895.77**	**$ 490,491.57**
UT (421)	421-4055-536-63-00	WS1506	$ 1,560,694.05	$ 312,138.81	20% contingency	**$ 1,872,832.86**	**$ 3,834,713.27**

Florida Avenue Project

CEI

	Account Numbers to be charged	Project #	QLH charges	Add Contingency		Total CEI
Cocoa (001)	001-3510-541-63-00	CD1105	$ 97,328.00		no contingency	**$ 97,328.00**
SW (423)	423-3570-538-63-00	PW08PL	$ 39,974.00		no contingency	**$ 39,974.00**
UT (421)	421-4055-536-63-00	WS1506	$ 36,498.00		no contingency	**$ 36,498.00**

UTIL - Engineering Svcs

	Account Numbers to be charged	Project #	BMEG charges	Add Contingency		Total UTIL - Engineering Svcs
Cocoa (001)	001-3510-541-63-00	CD1105	$ -		no contingency	$ -
SW (423)	423-3570-538-63-00	PW08PL	$ -		no contingency	$ -
UT (421)	421-4055-536-63-00	WS1506	$ 44,860.00		no contingency	**$ 44,860.00**

acct # 001-3510	$	1,282,312.65
acct # 110-3230	$	210,000.00
acct # 423-3570	$	606,869.77
acct # 421-4055	$	1,909,330.86

0

Florida Avenue Project
Cost Share Split - Between 3 Funds

7/20/2016

Explanation for SW and UTIL Cost Share
Shared cost item of general work item
Shared cost item of general work item
Shared cost item of general work item
Shared cost item of general work item
New inlet tops for asthetics
Permeable pedestrian pavers
New curb for esthetics revised drainage
Curb required for permeable traffic pavers
Road base required for revised road drainage and WM impacts
Road subbase required for revised road drainage and WM impacts

Florida Avenue Project
Cost Share Split - Between 3 Funds

7/20/2016

CRA to absorb costs
CRA to absorb costs
Shared cost item of general work item
Shared cost item of general work item
Shared cost item of general work item pertaining to excavation, 10%/45%/45% split used
Shared cost item of general work item pertaining to excavation, 10%/45%/45% split used
Shared cost item of general work item pertaining to excavation, 10%/45%/45% split used
Shared cost item of general work item
Shared cost item of general work item
Shared between GF and CRA
Shared cost item
Permeable traffic pavers
Shared cost item split calculation

Florida Avenue Project
Cost Share Split - Between 3 Funds

7/20/2016

Florida Avenue Project
Cost Share Split - Between 3 Funds

7/20/2016

Construction Costs
Contingency
Total Cost of Construction

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

July 19, 2016

Charlene Neuterman
Project Manager/Public Works
City of Cocoa
155 N. Wilson Ave.
Cocoa, FL 32922

Email: cheuterman@cocoafl.org
Hard Copy Mailed Only on Request

Re: FLORIDA AVENUE STREETSCAPE – CEI SERVICES

Dear Ms. Neuterman,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this revised Construction Engineering and Inspection (CEI) services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes construction phase services for the streetscape, stormwater and water main work. This revision was made to remove the bidding services, which is addressed in a separate task order.

The attached task order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Cocoa and the CRA on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

6 of 7 Andrew M. Giannini, P.E.
Project Engineer

DAK/KAL:bf

Enclosures: Task Order
Estimated Manhour Schedule

cc: Project File
Billing File

FLORIDA AVENUE STREETSCAPE IMPROVEMENTS – CEI SERVICES
CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY
TASK ORDER

1. GENERAL

1.1. This Task Order is in conformance with the Agreement for Engineering Services ("Agreement") between the City of Cocoa ("City") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

2.1. The City of Cocoa Community Redevelopment Agency (CRA) has planned for streetscape improvements to Florida Avenue between Rosa L. Jones Drive and SR 520/King Street. The CRA previously contracted with Baskerville Donovan Inc. (BDI) to prepare preliminary design plans ("Preliminary Design"). Upon the selection of Florida Avenue for funding from the Space Coast Transportation Planning Organization (SCTPO) for its "Complete Street" Program, the CRA worked with the SCTPO and Kittelson and Associates Inc. (KAI) to prepare a Complete Streets Feasibility Study ("Study") for the roadway. The CRA was successful in acquiring $913,000 in construction funding from the Florida Department of Transportation (FDOT) Local Agency Program (LAP) through the SCTPO. The City was recently recertified by FDOT for the LAP.

2.2. The City Utilities Department contracted with Bussen-Mayer Engineering Group Inc. (BMEG) for the design of utility improvements along the roadway and adjacent streets.

2.3. The CRA contracted with QLH for the streetscape improvement design and permitting.

2.4. The CRA desires QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

3.1. General

3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

3.1.2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.

3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.

3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3. Sampling and Testing

3.3.1. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the project documents shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

3.3.2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

3.3.3. Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

3.3.4. Documentation reports on sampling and testing performed by QLH shall be submitted during the same week that the construction work is done.

3.4. Engineering Services

3.4.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.

3.4.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.

3.4.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

3.4.3.1. Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

3.4.3.2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". QLH's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.

3.4.3.3. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

3.4.3.4. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

3.4.3.5. Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, CITY staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY owned facilities.

3.4.3.6. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.

3.4.3.7. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.

3.4.3.8. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal

Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

3.4.3.9. The CITY will provide Public Information Services.

3.4.3.10. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

3.4.3.11. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

3.4.3.11.1. These photographs will be filed and maintained on QLH's computer using a Digital Photo Management system.

3.4.3.11.2. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

3.5. Exclusions

3.5.1. All other work not described above is hereby excluded.

4. COMPENSATION

4.1. QLH proposes to complete the above stated work for an estimated fee of one hundred seventy-three thousand eight hundred and 00/100 dollars ($173,800.00).

4.2. These fees are based on the attached estimated man hour schedule.

4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1. Construction contract is 210 days to substantial and 240 days to final.

CITY OF COCOA
FLORIDA AVENUE STREETSCAPE
QLH ESTIMATED MANHOUR SCHEDULE

		QLH Contract Positions/Rates										
		Project Manager (hours)	Professional Engineer (hours)	Engineer Intern (hours)	Construction Services Supervisor (hours)	Construction Project Representative (Inspector) (hours)	CADD Technician (hours)	Compliance Specialist (hours)	Senior Administraitive Supervisor (hours)	Administrative Support (hours)		
		Equivalent FDOT CEI Positions										
Task Order Reference	Description	CEI Senior Project Engineer	CEI Project Administrator/ Project Engineer	Engineer Intern	CEI Senior Inspector	CEI Inspector	CADD/ Computer Technician	CEI Resident Compliance Specialist	CEI Contract Support Specialist	CEI Secretary/ Clerk Typist	Subconsultant /Allowance Items	Total Task ($)
		$175.00	$140.00	$100.00	$75.00	$62.00	$75.00	$60.00	$60.00	$50.00		
3.1.	CEI											
3.4.	Engineering Services	60	120	10	0	0	16	0	30	110	$ 600.00	$ 37,400.00
3.2.	Inspection	20	40	10	100	1000	0	0	0	110		$ 85,100.00
3.3.	Sampling and Testing	20	40	10	20	200	0	0	0	20	$ 10,000.00	$ 35,000.00
3.4.3.8.	Compliance	20	40	0	0	0	0	120	0	0		$ 16,300.00
	Subtotals	120	240	30	120	1200	16	120	30	240	$10,600.00	**$ 173,800.00**
	TOTAL ALL TASKS	120	240	30	120	1200	16	120	30	240	$10,600.00	**$173,800.00**

Subconsultant/Allowance Breakdown:

Description	Amount
Geotechnical (Ardaman and Associates, Inc. or Univers	$ 10,000.00
Printing/Reproduction	$ 600.00
Total	$ 10,600.00

Notes:

1. Construction contract duration is 210 days to substantial, 240 days to final.
2. Estimated actual construction duration is 7 months or 30 weeks.
3. Estimated hours based on 7 month duration and :
   a. PM/SPE @ 4 hours per week
   b. PE/PA @ 8 hours per week
   c. EI @ 1 hour per week
   d. CSS/SI @ 4 hours per week
   e. CPR/I @ 40 hours per week
   f. CS/RCS @ 4 hours per week
   g. SAS/CSS @ 1 hour per week
   h. AS/S @ 8 hours per week
4. Project construction estimate is $2.882M as of 11/24/15.
5. Streetscape to Water Main work is 56.75% to 43.25%.

RESOLUTION NO. 2016-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 07/14/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 29,792	001-0000-389.99-50		Fund Balance Reserves	$ 6,081,630	$ 6,726,000	$ 6,755,792	$ 6,755,792
$ 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
$ 29,792	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 29,792	001-3510-541.63-00	CD1105	PW-Streets Infrastructure	$ 1,635,000	$ 23,408	$ 53,200	$ 366,095
$ 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
$ 29,792	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds are needed to begin phase 1 of the Florida Avenue Streetscape project (CD1105). Phase 1 includes pre-construction activities. This is for agenda # 16-266 that is going to Council on 7/26/16.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/26/16 *RESOLUTION #:* 2016-82

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

7/14/16 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2016.07.14 07:33:04 -04'00'	7/14/16 Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, dc=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.07.14 12:40:32 -04'07'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
7/14/16 Everett J. Wegerif [signature]	7/14/16 Lora Howell Digitally signed by Lora Howell Date: 2016.07.14 13:19:54 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-298	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	7/8/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	

Title: To Approve Task Order 2016-75 with CH2M Hill for Utility Privatization Services (Potable Water); To Approve Task Order 2016-40 with CDM Smith for Privatization Services (Wastewater); and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Burton and Associates (Hawksley), St. Augustine, Florida; Project No. WS17AF; To Approve as Multi-year Services from FY2016 through FY2017; Pending Approval of the FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $283,806 (Approximately 18.5%). (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Res Sole Source - Burton & Assoc.
Budget Resolution FY2016
Res Project Contingency - PAFB-CCAFS)
TO-UT-CH2M Hill 2016-75 (7-11-16) $899,567
T.O. 2016-75 Proposal Cocoa PAFB-CCAFS Privatization (final)
TO-UT-CDM Smith 2016-40 (7-11-16) $158,970
T.O. 2016-40 Proposal CDM-Smith PAFB-CCAFS (final)
SS-UT-Burton & Associates (7-11-16)
SS B&A Proposal Utility Privatization Proposal (final) 7-14-16
BAF-UT-Privatzation Svcs (7-26-16)-Agenda 16-298.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2016
Agenda Date: July 26, 2016
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2016-75 with CH2M Hill for Utility Privatization Services (Potable Water); To Approve Task Order 2016-40 with CDM Smith for Privatization Services (Wastewater); and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Burton and Associates (Hawksley), St. Augustine, Florida; Project No. WS17AF; To Approve as Multi -year Services from FY2016 through FY2017; Pending Approval of the FY2017; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $283,806 (Approximately 18.5%)

BACKGROUND:

On October 14, 2008, City Council approved RFQ-08-27-COC with CH2M Hill for consulting services for water supply, treatment, transmission, and distribution system effective November 11, 2008 through November 10, 2013. This agreement has the option of three additional two-year renewals at the agreement of both parties.

On October 23, 2013, City Council approved the first amendment to purchase agreement effective November 11, 2013 through November 10, 2015.

On November 10, 2015, City Council approved the second amendment to purchase agreement effective November 11, 2015 through November 10, 2017.

On May 27, 2008, City Council approved RFQ-08-10-COC with CDM Smith, Inc. for engineering services for wastewater treatment and disposal systems effective May 27, 2008 through May 26, 2013.

On May 14, 2013, City Council approved the first amendment to purchase agreement effective May 27, 2013 through May 26, 2015.

On March 24, 2015, City Council approved the second amendment to purchase agreement effective May 27, 2015 through May 26, 2017.

The federal government has determined that it is in the best interest to privatize the existing utilities at Patrick Air Force and Cape Canaveral Air Force Station through a competitive RFQ process to ultimately own, operate and maintain all infrastructure within each of the military bases for a 50-year period.

Upon release of this information, city staff engaged a consultant MWH along with Burton and Associates to conduct a go/no go analysis. The analysis included a SWOT (strength, weaknesses, opportunities, and threats) analysis along with determining the other competitors in the market. The City of Cocoa completed a go/no-go assessment and it is recommended by staff that the acquisition of the potable water and waste water utility systems, including operations, maintenance and capital improvements would be a long term benefit to the city and the rate payers.

It is anticipated that the RFQ for privatization will be released in August or September of 2016. It is staff's desire to have all contractual arrangement approved and in place and be ready to start immediately upon its release.

Furthermore, staff met with our primary water and waste water consultants as well as with MWH to determine their level of experience and abilities with respect to the privatization work and determine the structure and best team available to complete the work. Based on the experience and recognizing that existing contracts are in place that cover the scope of developing an RFQ submittal, staff recommends using the team of CH2MHill for the potable water elements and to be the lead consultant, CDM-Smith to assist with the waste water systems and Burton and Associates to provide

modeling and financial assistance for both water and waste water for the proposal.

In addition, the City Attorney, Garganese, Weiss and D'Agresta will also be engaged via a separate task order, however, at this time the estimated scope is within the City Manager's signing authority and therefore not included in this agenda item.

Finally, as part of CH2M Hill's task order and consistent with the terms and conditions of their services contract, CH2M Hill will be subcontracting some work to Allen Engineering. Allen Engineering is a local engineering firm located in Cocoa Beach and has been providing consultant services to the military bases for approximately eighteen years. In discussions with Allen Engineering, staff believes there is a competitive advantage to having Allen Engineering participate on the proposal team. The firm has many years of institutional knowledge that will be valuable when preparing the technical proposal and determining the infrastructure asset life and condition and repair and replacement cycles. Allen is also familiar with the internal permitting and other nuances that will be useful to the team and maximize our efforts to win the privatization contract.

The timing of this project was not known ahead of time and therefore this project was not budgeted in FY2016. There are three capital projects that were approved with the original FY2016 budget but have been deleted or deferred and the funding would thus be available. The Sulfuraetor Design, CP-WS-15-SU was deferred until next year, the Port Authority Tank Design, CP-WS-16-PA was deleted and the construction for a new Surge Tank at Dyal, CP-WS-16-ST was deferred until next year. Staff recommends a budget transfer from capital account to professional services

City staff is also requesting that City Council approve an additional $283,806 as a contingency for the project. The additional amount is approximately 18.5% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of scope changes that would require additional analysis. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $283,806 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends approval of the task orders with CH2M Hill and CDM Smith and the sole source purchase with Burton & Associates.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-year Services Yes

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$1,531,934
Account Number	421-4010-536.31-00, WS17AF
Account Name	Professional Services

Source of Funds 421-4055-536.63-00, WS1508;
WS16PA; WS16ST

FUTURE FISCAL YEAR IMPACTS: FY2016 - FY2017

FY2016:
Amount Required: $ 150,000

FY2017:
Amount Required: $1,381,934

TOTAL COST FOR MULTI-YEAR SERVICES: $1,531,934

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
To Approve Task Order 2016-75 with CH2M Hill for Utility Privatization Services (Potable Water); To Approve Task Order 2016-40 with CDM Smith for Privatization Services (Wastewater); and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Modeling and Financial Assistance Services for Privatization Services with Burton and Associates (Hawksley), St. Augustine, Florida; Project No. WS17AF; To Approve as Multi -year Services from FY2016 through FY2017; Pending Approval of the FY2017 Budget; To Approve a Resolution Amending the FY2016 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $283,806 (Approximately 18.5%).

RESOLUTION NO. 2016-72

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 26th day of July, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-72

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing modeling and financial assistance services for water and wastewater from Burton & Associates, Inc., St. Augustine, Florida.

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

_____

John A. Titkanich, Jr., City Manager

RESOLUTION NO. 2016-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

RESOLUTION NO. 2016-74

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 UTILITY PRIVATIZATION SERVICES, PROJECT NO. WS17AF IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE APPROXIMATELY 18.5% 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 26, 2016, the City Council authorized the City Manager to proceed with the Utility Privatization Services, Project No. WS17AF, 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 Utility Privatization Services, Project No. WS17AF, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $1,531,934 budgeted by the City Council for the project inclusive of the approximately 18.5% contingency amount set aside 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 this 26th day of July, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution ...

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M Hill Engineers, Inc.

Dept./Division Name: Utilities/Engineering **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.07.14 16:05:24 -04'00' **Date:** 7/11/16

Project Number: WS17AF **Title:** Administrative Assistant

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2016-75 **Dated:** 7/13/16 **Amount:** $ 899,567.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.07.14 16:09:07 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

To provide engineering services for the potable water portion of the Patrick Air Force Base and Cape Canaveral Air Force Station Water and Wastewater Utility Privatization - Phase 1, and to serve as the lead consultant. Services will include meeting and discussion, preparation of federal forms, assessment of infrastructure, approach and strategy for proposal, technical data review, competitive position and compliance matrix, capital planning and cost estimates, and draft and final proposals.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-75

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 7/15/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.07.15 10:21:07 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) **Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.**
2) **Director: review and approve, forward both to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

TASK ORDER 2016-75

Patrick Air Force Base and Cape Canaveral Air Force Station Water and Wastewater Utility Privatization Proposal Support – Phase 1

This section provides a detailed description of the major tasks to be performed in the execution of this project. CH2M HILL (Engineer) will support the City of Cocoa Utilities Department on the upcoming Utility Privatization Procurement for the Patrick Air Force Base (PAFB) and Cape Canaveral Air Force Station (CCAFS) Water Distribution and Wastewater Collection Systems. City of Cocoa is not pursuing the privatization of the electric utility at the bases. Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

The Department of Defense (DoD) initiative is to privatize utility services, such as water, wastewater, and electric, at all military installations, including PAFB and CCAFS. This proposal for utility privatization is being coordinated through the Defense Logistics Agency (DLA) at Ft. Belvoir, Virginia.

City of Cocoa is competing for the utility privatization to expand its area of ownership and maintenance, which would provide economy of scale to the overall Cocoa utility system as a whole, and could reduce unit costs to all users. Engineer will assist Cocoa with the development of a proposal for privatization of the water and wastewater utility systems at PAFB and CCAFS.

It is expected that the procurement process will have four distinct phases. The four phases are as follows:

- **Phase 1 – Original Proposal Phase**
- Phase 2 - Revised Proposal Phase
- Phase 3 - Interview Phase
- Phase 4 - Negotiations Phase

Scopes of work and fee estimates for Phases 2 through 4 will be completed at a future date and are not included in this proposal.

The enclosed proposed scope of services covers the anticipated effort for Phase 1, the Original Proposal phase. Phase 1 is further divided into two parts:

- Part A – Workplanning phase. Analyze Cocoa's competitive position in this procurement and develop a compliance matrix and work plan to develop a winning proposal.
- Part B - develop the required documents to meet the requirements to submit the original proposal

In addition to Part A and B of Phase 1, there are tasks that can be performed prior to the issuance of the Request for Proposals (RFP) by DLA. These tasks include, but are not limited to:

- Determine the value of adding Allen Engineering to the team based on their knowledge of the utility systems on PAFB
- Coordinate the level of effort with City Attorney that will be required for the legal review of the proposal
- Send Cocoa copies of the forms required in Volume III of the proposal – Contract Documentation
- Send Cocoa a list of plans which will be required in the proposal
- Provide overall coordination of the team

The work defined herein will be a joint effort of the City of Cocoa, CH2M HILL, CDM-Smith, and Burton & Associates.

These are the minimum services the Engineer will be expected to perform.

Scope of Services

Pre-RFP Phase

Prior to the issuance of the RFP by DLA, Engineer will perform the following tasks:

P1. Conduct meetings and discussions with Allen Engineering to determine their knowledge of the utility system on PAFB and their relationships with key personnel on base to determine whether or not they should be added to the team. Initially, a phone interview between Cocoa, the Engineer, and representatives from Allen Engineering will be conducted.

If Allen Engineering becomes part of the team, it is anticipated that there would be value in having them conduct discussion/interviews with key personnel at PAFB prior to RFP issuance.

P2. A significant part of the proposal involves contractual issues. The contract documentation volume will contain signed forms and documents that will become part of the overall contract upon award, such as the subcontracting plan, small business plan, socioeconomic plan, FAR clauses, alternate proposals, and exceptions to the terms and conditions in the RFP. It will be important to have all this documentation reviewed by the City Attorney. The Engineer will coordinate the required level of effort with City Attorney for the legal review of the proposal.

P3. Volume III of the proposal will contain numerous forms that must be completed by Cocoa. These forms are typically the same from one RFP to the next. The Engineer will send Cocoa copies of these forms.

P4. Several plans are required to be submitted as part of the proposal. The Engineer will send Cocoa a list of the plans which are typically required, and assist the City with the development of the plans.

P5. The Engineer will provide overall coordination of the team members prior to issuance of the RFP.

Phase 1 – Original Proposal Phase, Part A – Work Planning Phase

For Task 1, Part A Scope of Services, Engineer will complete the following tasks:

A1. Review the RFP and the technical data packages provided by the DLA

A2. Assess Cocoa's competitive position with respect to the content of the RFP

A3. Develop the Compliance Matrix and Phase 1 Work Plan

A description of the services to be provided for each of these tasks is provided in this section of the scope of services.

A1. Review RFP and the Technical Data Packages

Engineer will conduct a comprehensive review of the RFP to identify the specific format and content requirements to be followed in the submittal. The methodology for scoring the proposals for each factor will be identified and used to guide the development of the approach in the proposal sections. The RFP provides the information needed to prepare a compliance matrix for the proposal.

To gain a better understanding of the water and wastewater systems at both bases, Engineer will collect information and create an inventory database that will be used to develop the proposal. The data will come from the technical data package, provided by the DLA. The technical data package typically provides a list of the inventory of assets that are to be transferred and a list of the government-recognized system deficiencies.

CDM-Smith will also review the RFP, collect information on the wastewater systems, and assist in development of the inventory database.

A2. Assess Cocoa's Competitive Position

Issues specific to how Cocoa will approach the proposal will be evaluated to establish a competitive position that will be acceptable to Cocoa and the DLA. The following topics will be considered in the competitive assessment process:

- Cocoa's objectives for procurement
- Understanding of DLA's objectives
- Cocoa's strengths and weaknesses incorporating the existing Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis
- Themes for the proposal to meet DLA objectives
- Options for pricing, existing rates, new rates, O&M based rates, and unit cost per commodity (i.e., pricing flexibility)
- Financing methods
- Risk and potential liability associated with environmental conditions at the military installation
- Cocoa's position versus the competition in the scoring of the technical proposal, references, past performance, and ability to meet the performance standards established in the RFP.

For the water distribution system, since Cocoa currently supplies water to PAFB and CCAFS, Engineer will review projected increases in demand from the base (as provided by the DLA) to determine if that connection will be sufficient to handle future demand. Additional water system modeling of the Cocoa water distribution system is not anticipated for the workplanning phase. Without specific information regarding the drinking water infrastructure on the base, the initial modeling effort will be limited to modeling flow and pressure at the existing points of connection between Cocoa's system and both facilities.

For wastewater collection, Cocoa does not currently treat wastewater flow from PAFB or CCAFS. The RFP documents refer to an on-base wastewater treatment plant at CCAFS. For the purposes of the workplanning phase, it is assumed that Cocoa will maintain and operate the wastewater collection system and the existing base wastewater treatment plant pending further technical information from the DLA. Additionally, it is assumed that wastewater treatment for PAFB will be handled by Cocoa Beach.

Engineer will provide a technical memorandum summarizing Cocoa's competitive position. A workshop will be held to present the findings of the technical memorandum and receive input and comments from Cocoa, as well as develop concurrence with its findings. The technical memorandum will be finalized once Cocoa's comments are addressed.

Upon completion of the competitive position analysis, the results will be reviewed with city staff and a determination and recommendation to proceed will be required to continue on with the RFQ proposal.

A3. Develop Compliance Matrix and Phase 1 Work Plan

Engineer will develop a "compliance matrix" that outlines each proposal component requested in the RFP to provide an organized basis for documenting each requirement of the RFP. It will provide project organization and an understanding of how various assignments and pieces of the proposal fit together. The compliance matrix also provides a first draft of the proposal outline and a platform for development of proposal sales themes.

For each proposal component, the compliance matrix will list other information specifically mentioned elsewhere in the proposal as either required to be included or simply as an important factor. Other sales points or important proposal themes can be included for each proposal component. Each proposal requirement and sales point can be identified early and included in the compliance matrix. For each

identified point, a proposal team member will be assigned to develop the information and text needed for the proposal.

Along with the compliance matrix, a work plan for Phase 1 will be developed that addresses the tasks that will need to be completed to prepare the proposal in accordance with the DLA RFP requirements. The work plan will be organized to easily incorporate new information and schedule extensions. The work plan will have sufficient flexibility to respond to new information provided by the DLA, even if that information leads to revision to proposal materials that have already been developed.

The compliance matrix and work plan are subject to change during proposal development, as new or additional information from the DLA is disclosed and analyzed. The work plan will provide normal project management tools, including a proposal schedule and written instructions to the proposal team. Due dates will be established in the schedule for important proposal development milestones. Cocoa and Engineer staff members will review the draft work plan and provide feedback in terms of suggested improvements.

A workshop will be held for Engineer to present the draft Phase 1 Work Plan and the compliance matrix. Engineer will identify the information needed from Cocoa during Phase 1 and the work to be completed by Cocoa engineering, planning, and operations staff or other entities to support the proposal effort. The Phase 1 Work Plan and the compliance matrix will be finalized once Cocoa's comments are received and addressed.

CDM-Smith will review the compliance matrix and work plan and provide comments.

Phase 1 – Original Proposal Phase, Part B – Development of the Original Proposal Documents

The second objective of Phase 1 will be to prepare a competitive proposal in accordance with the requirements of the RFP. Engineer will complete the following tasks during Phase 1, Part B:

B1. Communicate with the DLA and Air Force

B2. Conduct proposal development work sessions

B3. Develop a staffing plan for operations and maintenance (O&M)

B4. Develop the renewal and replacement and capital upgrade plans

B5. Develop the pricing model

B6. Confirm Cocoa's competitive position

B7. Prepare draft proposal

B8. Prepare final proposal

A description of the services to be provided for each Part B task is provided in this section of the scope of services.

B1. Communicate with the DLA and Air Force

All communications with the government will be managed by Cocoa, with support from Engineer, to obtain the necessary information for the proposal. Cocoa and Engineer will attend the pre-proposal meeting and site visit. Engineer will work with Cocoa to determine if additional questions need to be submitted based on current and subsequent RFP documentation. Engineer will compile and maintain a list of questions that will be submitted to the DLA contracting officer. The responses to the questions will be incorporated into the technical and cost proposal documents.

Engineer will draw upon observations and findings from the City, as well as responses to the submitted questions, to gain knowledge about the PAFB and CCAFS water and wastewater utilities. Engineer will also apply its knowledge of the facilities from previous and ongoing work at PAFB (Allen Engineering) and take advantage of any future site walkthroughs provided by the DLA as part of the RFP process.

CDM-Smith will attend the pre-proposal meeting, participate in all site visits, and provide questions regarding the wastewater systems.

B2. Conduct Proposal Development Work Sessions

Engineer will conduct four work sessions with the project team at either Cocoa's offices or at Engineer's office, as described below. CDM-Smith will participate in all four work sessions. Burton and Associates will lead Work Session Number 3.

Work Session Number 1

At the first work session, Engineer will receive and review data requested from Cocoa as listed in the Phase 1 work plan and the compliance matrix. The information requested will include, but not be limited to; operating procedures, current and future utility rate information, engineering design and construction standards, service standards, staffing information, environmental and safety procedures and compliance histories, small business subcontracting history, past performance data, resumes, and related experience write-ups.

Work Session Number 2

The objective of the second work session will be for the engineering and operations teams from Engineer and Cocoa to jointly review the proposed renewal and replacement plan, the capital upgrades plan and the O&M staffing plan, as described below:

- Renewal and Replacement Plan - Engineer will present the renewal and replacement plan that will be developed (see below) based on the inventory shown in the DLA's technical data package once it becomes available.
- Capital Upgrade Plan - Engineer will present the capital upgrade plan that will be developed (see below), based on the government-identified deficiencies shown in the DLA's technical data package once it becomes available.
- O&M Staffing Plan – Engineer will present the staffing plan that will be developed (see below). Once the staffing plan is confirmed with Cocoa, the staffing costs will be input into the cost model as described below.

Work Session Number 3

At the third work session, Engineer and Cocoa personnel will review the results of the cost model (see below) and will evaluate how the technical proposal will score, using the government's evaluation criteria. At the end of this work session, Engineer will provide Cocoa the information needed to decide on whether to proceed with preparation of the final proposal. Engineer will assemble all the work completed and present the information needed for Cocoa to confirm the Go decision.

Work Session Number 4

The fourth work session will be held after Engineer has received review comments on the draft proposal from Cocoa. During this session, the proposal team will meet for one to two days to go over the review comments and to decide how to incorporate all of the comments into the final documents.

B3. Develop Operations and Maintenance Staffing Plan

To develop the O&M staffing plan, an Engineer operations and maintenance specialist will lead the development of the plan, using information provided by Cocoa O&M staff. Engineer will work with Cocoa to gain an understanding of how the base facilities are currently operated, including staffing, equipment, materials, and other resources. The staffing plans for the drinking water and wastewater systems at PAFB and CCAFS will be developed by the Engineer, based on input from Cocoa, Allen Engineering and Engineer's experience operating similar drinking water and wastewater systems at other military bases. The plan will address a particularly sensitive issue for the military: how Cocoa will manage current PAFB and CCAFS utility operations and maintenance personnel if the system is privatized.

B4. Develop the Renewal and Replacement and Capital Upgrade Plans

To better understand the drinking water and wastewater systems at the base, Engineer will collect information and create an inventory database that will be used to develop the renewal and replacement plan. The data will come from the technical data package and will be supplemented with any additional information known to Engineer and Cocoa operations, maintenance, or engineering personnel as a result of prior work at PAFB, CCAFS or site visits.

To develop the preliminary renewal and replacement plan and the preliminary capital upgrade plan, Engineer will develop the renewal and replacement schedule. For example, to complete the renewal and replacement plan for the piping, lengths of pipe will be totaled and the age of the pipelines will be estimated. If condition assessment information is available from the DLA, Engineer will use this data to develop a preliminary risk register of buried PAFB and CCAFS assets consistent with the principles of Cocoa's asset management program. A renewal and replacement plan that rehabilitates/replaces the highest risk buried assets, or when the pipe is at the end of its useful life, will then be developed. Engineer will also develop the scope of the capital upgrades needed to address the government-recognized system deficiencies.

CDM-Smith will develop all items for the wastewater systems to include in the renewal and replacement and the capital upgrade plans and provide quantities to the Engineer. The Engineer will develop the cost of all water and wastewater items in the plans. The purpose of this is to provide consistency between the water and wastewater system costs. CDM-Smith will work with the Engineer and will review the final plans.

B5. Develop Pricing Model

The purpose of this task is to build the cost model to assess the economic advantage to the Air Force in privatizing its drinking water and wastewater systems. The model will be updated to integrate the PAFB/CCAFS systems into Cocoa's cost model.

Burton & Associates will set up a pricing model with input from the Engineer and CDM-Smith to include the cost of maintaining PAFB/CCAFS's existing water distribution systems and wastewater collection systems and maintaining existing wastewater treatment facilities. The model will be consistent with the pricing requirements included in the RFP. Costs input to the pricing model will include capital costs developed by the engineering team and operating costs developed by the O&M team as well as inputs from the staffing plan, renewal and replacement plan and capital upgrade plan.

The pricing model will generate the required monthly service charge for O&M, the estimated purchase price recovery schedule, the renewal and replacement costs, and the capital upgrade charges for the project each year for 50 years.

Output from the pricing model will be electronically transferred to a copy of the model that DLA uses to evaluate the economics of price proposals it receives as part of overall privatization proposal packages.

The Engineer will provide overall coordination, provide input to Burton & Associates, review and assess the pricing model, and attend all meetings.

B6. Confirm Cocoa's Competitive Position

The competitive assessment performed during Part A will be reviewed based on the information developed during Part B up to this stage of the procurement process, updated information that was used for the original competitive assessment, and the results of the cost model. The cost model will provide the estimated costs of owning and operating the system for 50 years. These costs will be compared with how the competition may be pricing the project and how the government may be pricing the work using its "should cost" pricing methodology.

B7. Prepare Draft Proposal

The draft proposal will be prepared to comply with the requirements of the RFP. Four volumes will be prepared, including:

Volume I: Technical Proposal

Volume II: Past Performance

Volume III: Contract Documentation

Volume IV: Price Proposal

The Engineer will be responsible for the overall coordination of the proposal including drafting sections which they are responsible, incorporating the sections written by others, providing quality control review of the documents, and assembling the draft proposal for review by the City, CDM Smith, Burton & Associates, and Allen Engineering.

The contents of each volume are described below.

Volume I Technical Proposal

The technical proposal volume will contain an assessment of the system condition, the renewal and replacement plan, the capital upgrade plan, and the O&M staffing plan. The following topics will be addressed in the technical proposal:

- Service Interruption/Contingency and Catastrophic Loss Plan
- Operations and Maintenance/Quality Management Plan
- Service Standards Criteria
- Performance Standards
- Quality Management
- Initial System Deficiency Corrections/Upgrades/Connections and Renewal and Replacement Plan
- Operational Transition Plan

CDM-Smith will draft their sections of the technical proposal.

Volume II Past Performance

The past performance volume will contain an overview of the systems currently owned by Cocoa and will provide contact information for references. It will also address Cocoa's status with Federal, state, and local regulatory authorities.

CDM-Smith will provide input on the past performance of Cocoa's wastewater system.

Volume III Contract Documentation

The contract documentation volume will contain signed forms and documents that will become part of the overall contract upon award, such as the subcontracting plan, small business plan, socioeconomic plan, FAR clauses, alternate proposals, and exceptions to the terms and conditions in the RFP.

Volume IV Price Proposal

Burton & Associates will prepare the price proposal with input from the Engineer and CDM-Smith. The price proposal will contain the following information:

- Purchase price for the system
- Price for the utility service
- Cost for system renewals and enhancements
- Pricing assumptions and estimating methodology
- 10 USC 2688 economic criteria
- Pricing formula and compensation agreement
- Price controls and incentives

At the completion of the draft proposal task, Engineer will deliver two hard copies and an electronic copy of the proposal for Cocoa review and comment.

B8. Prepare Final Proposal

After receiving comments from Cocoa, Engineer will host the fourth proposal working session to discuss comments, collect final information, and achieve consensus on the final proposal content. Engineer will revise and complete proposal sections based on input from Cocoa, CDM-Smith, and Burton & Associates. Cocoa will provide additional information as necessary to complete the proposal effort.

The final proposal will be prepared in accordance with the requirements of the RFP. Engineer will work closely with Cocoa to write and develop the proposal document. Document production, including formatting, graphics, editing, and reproduction, will be completed by Engineer. A final document quality check will be completed by Engineer before submitting the proposal to the DLA. Engineer will deliver three copies of final cost, past performance, contract documentation, and technical proposals (1 copy delivered to DLA, 2 copies to Cocoa) plus 5 CDs (4 delivered to DLA, 1 to Cocoa) by express mail.

Upon completion of the final proposal, the results will be reviewed with city staff and a determination and recommendation to proceed will be required to continue with the RFQ proposal submittal.

Assumptions

In addition to the assumptions stated in the Scope of Services, the following items are assumed:

- Cocoa personnel will be available for four work sessions and other review meetings with Engineer as mutually scheduled.
- Cocoa has limited existing plans such as the Service Interruption/Contingency and Catastrophic Loss Plan, Operations and Maintenance/Quality Management Plan, Service Standards Criteria, Performance Standards, etc. which are required as part of the proposal. The Engineer will assist Cocoa with the development of these plans. The Engineer has included 400 hours to will review and update these plans. Should more time be required, this work will be considered Additional Services.
- Revisions by the DLA to the requirements of the proposal, the proposal due date, or other aspects of the procurement cannot be predicted.
- Specifically excluded from this initial scope of work is any follow-on support by Engineer for responses to questions, discussions, final proposal, or other proposal revisions, or negotiations beyond the Original Proposal Phase (Phase 1).

Obligations of Cocoa

In addition to other obligations stated in the Scope of Services, Cocoa will provide certain assistance to Engineer in completion of the tasks identified, including, but not limited to the following:

- Cocoa will designate a senior manager to have overall responsibility of decision-making and delivery of requested evaluations and data in support of the procurement effort. Cocoa will develop data and information requested by Engineer in a timely manner, and have it fully developed and available prior to or at the beginning of each work session.
- Information on Cocoa's operations, management philosophy, staff capabilities, and the like will be provided to Engineer prior to each work session. This is expected to be minimal based on the Engineer's knowledge of Cocoa's water system.
- Cocoa's legal counsel will participate in the procurement development strategy and other portions of the pre-proposal work session.

Additional Services

Engineer will, when directed, provide additional services related to the procurement but not included within this scope of services. These and other services can be provided, if desired by Cocoa, as an amendment to the original scope of services. Work will begin for the additional services after receipt of a written notice to proceed from Cocoa. Additional services may include:

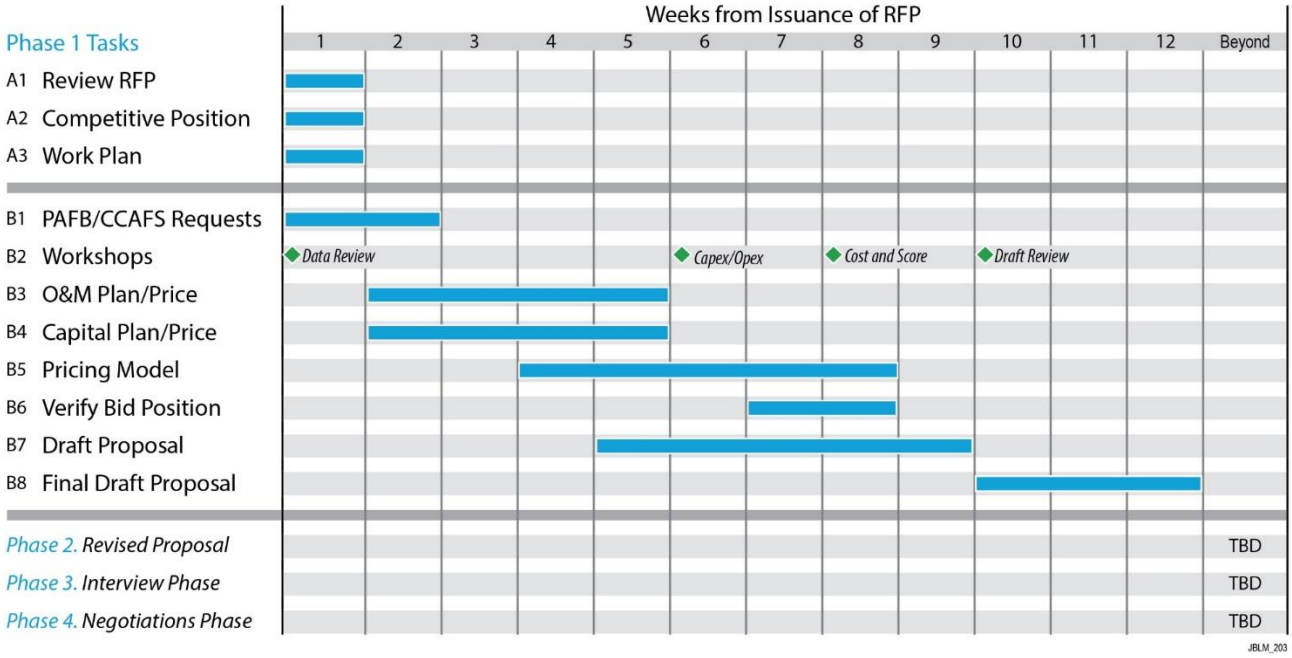
- Assist Cocoa with proposal revisions required by substantial or material changes to the scope and depth of the proposal or by additional RFP addenda that are substantial or material changes that are issued prior to the due date but once the original proposal documents are developed.
- Assist Cocoa in responding to questions or participate in meetings with the Air Force and DLA once the original proposal is submitted.
- Assist Cocoa in preparing final proposal revision(s) (Phase 2).
- Assist Cocoa in negotiating or in interviews with the Air Force and DLA (Phases 3 and 4).
- Assist Cocoa with any other services required in the procurement process subsequent to submittal of the original proposal.

Deliverables

- Compliance Matrix and Phase 1 Work Plan
- RFP Questions to DLA Contracting Officer (if applicable)
- Competitive Position Technical Memorandum
- O&M Plan
- Renewal and Replacement Plan
- Capital Upgrade Plan
- Pricing Model
- Draft Proposal
- Final Proposal

Project Schedule

Services shall commence after issuance of the RFP and the City has issued Notice to Proceed.



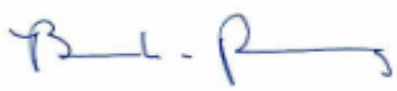
Compensation

Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

CH2M HILL proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed. The estimated total engineering fee including labor and expenses associated with the task order is shown in Table 1, Fee Estimate. CH2M HILL and its consultants will use available technology such as on line meetings and Skype to minimize travel and expense where applicable.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By:	By: 
Title:	Title: Senior Vice President
Date:	Date: July 14, 2016

Technical and Strategic Assistance for the Utility Privatization of the
Water Distribution System and Wastewater Collection Systems at Patrick Air Force Base and Cape Canaveral Air Force Station Procurement
Defense Logistics Agency (DLA) Solicitation No. SPE600-16-R-0812

			P1. Pre-RFP Meetings and Discussions		P2. Pre-RFP Contractual Issues Development		P3. Pre-RFP Proposal Forms Discussions		P4. Pre-RFP Proposal Plans Development		P5. Pre-RFP Overall Team Coordination		Task A1: Review RFP & Technical Data Package		Task A2: Cocoa Comp Position		Task A3: Compliance Matrix and Phase 1 Work Plan		Task B1: DLA Communication		Task B2: Proposal Work Sessions (inc. Task B6)		Task B3: O & M Staffing Plan		Task B4: R&R and Capital Upgrade Plan		Task B5: Pricing Model		Task B7: Draft Proposal		Task B8: Final Proposal		Total	
Labor Category	**Role**	**Billing Rate**	Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs		Hrs			
Principal	Project Director	$199.17	12	$ 2,390	16	$ 3,187	2	$ 398	8	$ 1,593	16	$ 3,187	16	$ 3,187	8	$ 1,593	12	$ 2,390	8	$ 1,593	32	$ 6,373	12	$ 2,390	16	$ 3,187	12	$ 2,390	16	$ 3,187	8	$ 1,593	194	$ 38,639
Senior Professional Engineer/Scientist/Consultant	Pricing Manager	$188.40		$ -		$ -		$ -		$ -	4	$ 754	16	$ 3,014	4	$ 754	8	$ 1,507	32	$ 6,029	20	$ 3,768	12	$ 2,261	24	$ 4,522	12	$ 2,261		$ -	8	$ 1,507	140	$ 26,376
Senior Professional Engineer/Scientist/Consultant	Operations Lead	$188.40	12	$ 2,261		$ -		$ -	8	$ 1,507	4	$ 754	16	$ 3,014	4	$ 754	16	$ 3,014	32	$ 6,029	24	$ 4,522	72	$ 13,565	20	$ 3,768		$ -	16	$ 3,014	8	$ 1,507	232	$ 43,709
Professional Engineer/Scientist/Consultant	Operations Specialist II	$138.96		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	80	$ 11,117		$ -	16	$ 2,223		$ -		$ -	72	$ 10,005		$ -	168	$ 23,345
Junior Professional Engineeer/Scientist/Consultant	Operations Specialist I	$120.84		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	80	$ 9,667		$ -	16	$ 1,933		$ -		$ -	72	$ 8,700		$ -	168	$ 20,301
Senior Reviewer/Consultant	Senior Adviser	$199.17	8	$ 1,593	4	$ 797		$ -		$ -		$ -	24	$ 4,780	8	$ 1,593	24	$ 4,780	8	$ 1,593	40	$ 7,967	24	$ 4,780	20	$ 3,983	12	$ 2,390	20	$ 3,983	10	$ 1,992	202	$ 40,232
Senior Project Manager	Project Manager	$199.17	30	$ 5,975	12	$ 2,390	8	$ 1,593	40	$ 7,967	72	$14,340	44	$ 8,763	20	$ 3,983	40	$ 7,967	36	$ 7,170	72	$ 14,340	56	$ 11,154	56	$ 11,154	16	$ 3,187	72	$ 14,340	40	$ 7,967	614	$ 122,290
Mid- Level Professional Engineer/Scientist/Consultant	Compliance Oversight	$166.44	6	$ 999	6	$ 999	2	$ 333	16	$ 2,663	12	$ 1,997	16	$ 2,663		$ -	36	$ 5,992	16	$ 2,663	36	$ 5,992	16	$ 2,663	16	$ 2,663		$ -	48	$ 7,989	20	$ 3,329	246	$ 40,944
Senior Professional Engineer/Scientist/Consultant	Senior Engineer	$188.40	12	$ 2,261		$ -		$ -	24	$ 4,522	12	$ 2,261	24	$ 4,522	8	$ 1,507	24	$ 4,522	32	$ 6,029	40	$ 7,536	20	$ 3,768	56	$ 10,550	12	$ 2,261	40	$ 7,536	20	$ 3,768	324	$ 61,042
Senior Professional Engineer/Scientist/Consultant	Senior Modeler	$188.40	4	$ 754		$ -		$ -		$ -		$ -	16	$ 3,014	40	$ 7,536	8	$ 1,507	8	$ 1,507		$ -		$ -	72	$ 13,565		$ -	8	$ 1,507	4	$ 754	160	$ 30,144
Professional Engineer/Scientist/Consultant	Engineer	$138.96	16	$ 2,223		$ -		$ -	248	$ 34,462	16	$ 2,223	32	$ 4,447	40	$ 5,558	32	$ 4,447	80	$ 11,117	72	$ 10,005	72	$ 10,005	160	$ 22,234	16	$ 2,223	60	$ 8,338	40	$ 5,558	884	$ 122,841
Senior Professional Engineer/Scientist/Consultant	Contract Specialist	$188.40	16	$ 3,014	4	$ 754	4	$ 754	4	$ 754	4	$ 754	12	$ 2,261		$ -	8	$ 1,507	8	$ 1,507	8	$ 1,507		$ -		$ -		$ -	24	$ 4,522	8	$ 1,507	100	$ 18,840
Mid- Level Professional Engineer/Scientist/Consultant	Cost Estimator	$166.44		$ -		$ -		$ -		$ -	4	$ 666	8	$ 1,332		$ -	8	$ 1,332	24	$ 3,995	40	$ 6,658		$ -	180	$ 29,959	32	$ 5,326	16	$ 2,663	8	$ 1,332	320	$ 53,261
Junior Professional Engineeer/Scientist/Consultant	Proposal Coordinator	$120.84	4	$ 483	4	$ 483	4	$ 483	12	$ 1,450	24	$ 2,900	40	$ 4,834	16	$ 1,933	48	$ 5,800	36	$ 4,350	40	$ 4,834	16	$ 1,933	16	$ 1,933	12	$ 1,450	100	$ 12,084	40	$ 4,834	412	$ 49,786
Junior Professional Engineeer/Scientist/Consultant	Junior Engineer	$120.84	8	$ 967		$ -		$ -	60	$ 7,250	12	$ 1,450	32	$ 3,867	16	$ 1,933	16	$ 1,933	80	$ 9,667	40	$ 4,834	56	$ 6,767	72	$ 8,700	12	$ 1,450	60	$ 7,250	32	$ 3,867	496	$ 59,937
Construction Inspector/Technician	Graphics/Editing Support	$86.17		$ -		$ -		$ -	32	$ 2,757		$ -		$ -	4	$ 345	20	$ 1,723		$ -		$ -	6	$ 517		$ -		$ -	80	$ 6,894	40	$ 3,447	182	$ 15,683
Office	Office	$69.99	16	$ 1,120	4	$ 280	8	$ 560	4	$ 280	8	$ 560	16	$ 1,120	16	$ 1,120	16	$ 1,120	12	$ 840	40	$ 2,800	16	$ 1,120	16	$ 1,120	8	$ 560	40	$ 2,800	60	$ 4,199.40	280	$ 19,597
Labor Total			144	$24,040	50	$ 8,889	28	$ 4,121	456	$ 65,206	188	$31,845	312	$50,817	184	$28,610	316	$49,542	572	$84,873	504	$81,135	410	$65,080	724	$117,338	144	$23,498	744	$104,813	346	$47,160	5,122	$786,967
Subconsultant - Allen Engineering				$ 7,500										$ 8,080		$ 4,040		$ 4,040		$ 6,080		$ 18,240		$ 3,040		$ 16,500				$ 5,080				$ 72,600
Travel				$ 500		$ 500						$ 1,000				$ 1,000		$ 1,000		$ 10,000		$ 5,000		$ 2,000		$ 2,000		$ 2,000		$ 2,000		$ 27,500
Misc Expenses																														$ 5,000		$ 6,000		$ 11,000
Expense Total including Subconsultants				$ 8,000		$ 500		$ -		$ -		$ 1,000		$ 8,080		$ 5,040		$ 5,040		$ 16,080		$ 23,240		$ 5,040		$ 18,500		$ 2,000		$ 12,080		$ 8,000		$ 112,600
Task Total				$32,040		$ 9,389		$ 4,121		$ 65,206		$32,845		$ 58,897		$ 33,650		$ 54,582		$ 100,953		$ 104,375		$ 70,120		$ 135,838		$ 25,498		$ 116,893		$ 55,160		$ 899,567

Pre-RFP, Part P Hours: 866
Pre-RFP, Part P Subtotal: $143,601

Phase 1, Part A Hours: 812
Phase 1, Part A Subtotal: $147,129

Phase 1, Part B Hours: 3,444
Phase 1, Part B Subtotal: $608,836

ch2m.SM

ALLEN Engineering, Inc.
(321) 783-7443
FAX (321) 783-5902
106 DIXIE LANE - P.O. BOX 321321, COCOA BEACH, FLORIDA 32932-1321

Mr. Ed Davis, PE
CH2M, Inc.
225 East Robinson Street, Suite 505
Orlando, FL 32801

July 13, 2016

Re: PAFB & CCAFS Water and Wastewater Utility Privatization Proposal Support

Dear Mr. Davis:

Thank you for the opportunity to offer this proposal to provide the services required on the above referenced project.

Project:

The Department of Defense initiative to privatize the utility services at military installations includes the domestic water and wastewater at both Patrick Air Force Base (PAFB) and Cape Canaveral Air Force Station (CCAFS). The proposal for this initiative is being managed by the Defense Logistics Agency (DLA), located at Ft. Belvoir, Virginia. The City of Cocoa (City), which currently provides the water service to both PAFB and CCAFS, is interested in submitting a competitive bid for these services.

Scope of Services:

CH2M has developed a four phase approach to the procurement process, as well as some pre-RFP procedures. Based on our phone conversation on June 30, 2016, Allen Engineering (AEI) will assist both CH2M and the City in these procedures in either full capacity or a review role to produce a strong proposal for consideration. Our scope covered in this document covers the pre-RFP procedures, as well as phase one of CH2M's procurement process, which is the original proposal phase. The CH2M reference number is included.

1. For the Pre-RFP phase, AEI will attend all meetings to discuss any issues related to the project, as well as potentially conduct / facilitate any discussions or interviews with PAFB or CCAFS personnel prior to issuance of the RFP. AEI may conduct a site visit of both facilities to help both CH2M and the City ascertain current conditions. CH2M Pre-RFP phase P1 – P5.
2. Once the RFP is published by the DLA, AEI will review both the RFP and the technical data packages. CH2M Original Proposal Phase A1.
3. AEI will aid in the review of the assessment of the City's competitive position and give input as to the strength of the position. CH2M Original Proposal Phase A2.
4. AEI will review the development of the Compliance Matrix and Phase 1 Work

Plan to be completed by CH2M and provide any support needed to make any necessary changes. CH2M Original Proposal Phase A3.

5. AEI will engage in communications with both the DLA and USAF in order to answer any questions the RFP produces. CH2M Original Proposal Phase B1.
6. AEI will attend four (4) work sessions as discussed in the phone conversation of June 30, 2016 for proposal development purposes. These work sessions are under the assumption that the meetings will be held in Cocoa, Florida. CH2M Original Proposal Phase B2.
7. AEI will review the developed staffing plan for operations and maintenance produced by CH2M. CH2M Original Proposal Phase B3.
8. AEI will provide technical information and support for the development of the renewal, replacement, and capital upgrade plans. CH2M Original Proposal Phase B4.
9. AEI will review the draft proposal and make any suggested changes. CH2M Original Proposal Phase B7.

FEE ESTIMATE $72,600.00

We anticipate using four (4) different employee classifications on this project. The classifications with their corresponding hourly rates are as follows:

Project Manager	$130.00 per hour
Senior PE	$125.00 per hour
Registered Surveyor	$125.00 per hour
Senior CAD Technician	$ 70.00 per hour

We estimate that each employee classification will contribute the following hours to produce the qualifications package. They are broken out by the task numbers referenced in the scope of services:

1. Pre-RFP Phase (P1 – P5):	Senior PE –	60 Hours
2. Original Proposal Phase A1:	Project Manager –	16 Hours
	Senior PE –	48 Hours
3. Original Proposal Phase A2:	Project Manager –	8 Hours
	Senior PE –	24 Hours
4. Original Proposal Phase A3:	Project Manager –	8 Hours
	Senior PE –	24 Hours
5. Original Proposal Phase B1:	Project Manager –	16 Hours
	Senior PE –	32 Hours

6. Original Proposal Phase B2:	Project Manager –	48 Hours
	Senior PE –	96 Hours
7. Original Proposal Phase B3:	Project Manager –	8 Hours
	Senior PE –	16 Hours
8. Original Proposal Phase B4:	Project Manager –	20 Hours
	Senior PE –	80 Hours
	Land Surveyor –	20 Hours
	CAD Technician –	20 Hours
9. Original Proposal Phase B7:	Project Manager –	16 Hours
	Senior PE –	24 Hours

We have prepared this proposal based on the following assumptions and conditions:

A. The fee is based on AEI providing services from the time frame before the RFP is distributed to the time the original proposal phase is completed, which is to be approximately 90 days. Any work after that would need to be renegotiated.
B. The work will be performed on a time and material basis with the hours between each task being interchangeable as needed.
C. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared to continue the work by AEI.

We look forward to working with you on this project. If the terms of this proposal are acceptable, please sign and return a copy of this letter to signify your acceptance of this offer. Please feel free to contact me if you have any questions.

Sincerely,



Michael S. Allen,
Allen Engineering, Inc.

OFFER ACCEPTED:_____

DATE: _____

Task Order Request Form

Engineering Services for Wastewater Treatment & Disposal Systems

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

Dept./Division Name: Utilities/Engineering **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.07.14 16:05:26 -04'00' **Date:** 7/11/16

Project Number: WS17AF **Title:** Administrative Assistant

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2016-40 **Dated:** 7/13/16 **Amount:** $ 158,970.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.07.14 16:09:24 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This task order is to provide engineering services for the wastewater portion of the Patrick AFB and Cape Canaveral AFS Utility Privatization - Phase 1. Services will include meeting and discussion, assessment of wastewater infrastructure, technical review of wastewater data, and capital planning for wastewater assets and cost estimates.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-40

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 7/15/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.07.15 10:22:12 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

TASK ORDER 2016-40

Patrick Air Force Base and Cape Canaveral Air Force Station Wastewater Utility Privatization Proposal Support – Phase I

This section provides a detailed description of the major tasks to be performed in the execution of this project. CDM Smith (Engineer) will support the City of Cocoa (City) Utilities Department on the upcoming Utility Privatization Procurement for the Patrick Air Force Base (PAFB) and Cape Canaveral Air Force Station (CCAFS) Wastewater Collection, Transmission and Treatment Systems. Services proposed by Engineer in this Task Order will be performed in accordance with the Agreement for Engineering Services for Wastewater Treatment and Disposal Systems (Agreement) approved by the City of Cocoa on May 27, 2008.

The Department of Defense (DoD) initiative is to privatize utility services, such as water, wastewater, and electric, at all military installations, including PAFB and CCAFS. This proposal for utility privatization is being coordinated through the Defense Logistics Agency (DLA) at Ft. Belvoir, Virginia.

City of Cocoa is competing for the utility privatization to expand its area of ownership and maintenance, which would provide economy of scale to the overall City utility system as a whole, and could reduce unit costs to all users. Engineer will assist City with the development of a proposal for privatization of the wastewater utility systems at PAFB and CCAFS.

It is expected that the procurement process will have four distinct phases. The four phases are as follows:

- **Phase 1 – Original Proposal Phase**
- Phase 2 - Revised Proposal Phase
- Phase 3 - Interview Phase
- Phase 4 - Negotiations Phase

Scopes of work and fee estimates for Phases 2 through 4 will be completed at a future date and are not included in this proposal.

The enclosed proposed scope of services covers the anticipated effort for Phase 1, the Original Proposal phase. Phase 1 is further divided into two parts:

- Part A – Work planning phase. Analyze City's competitive position in this procurement and develop a compliance matrix and work plan to develop a winning proposal.
- Part B - develop the required documents to meet the requirements to submit the original proposal

In addition to Part A and B of Phase 1, there are tasks that can be performed prior to the issuance of the Request for Proposals (RFP) by DLA.

The work defined herein will be a joint effort of the City of Cocoa, CH2M HILL, CDM-Smith, and Burton & Associates.

These are the minimum services the Engineer will be expected to perform.

Scope of Services

Pre-RFP Phase

Prior to the issuance of the RFP by DLA, Engineer will participate in meetings and discussions with Allen Engineering to understand their knowledge of the wastewater utility system and will review available wastewater system information.

Phase 1 – Original Proposal Phase, Part A – Work Planning Phase

For Phase 1, Part A Scope of Services, Engineer will complete the following tasks:

A1. Review the RFP and the technical data packages provided by the DLA

A2. Review City's competitive position with respect to the content of the RFP

A3. Review the Compliance Matrix and Phase 1 Work Plan

A description of the services to be provided for each of these tasks is provided in this section of the scope of services.

A1. Review RFP and the Technical Data Packages

Engineer will conduct a comprehensive review of the RFP to identify the specific format and content requirements to be followed in the submittal. The methodology for scoring the proposals for each factor will be identified and used to guide the development of the approach in the proposal sections. The RFP provides the information needed to prepare a compliance matrix for the proposal.

To gain a better understanding of the wastewater systems at both bases, Engineer will collect information and create an excel based inventory database that will be used to develop the proposal. The data will come from the technical data package, provided by the DLA. The technical data package typically provides a list of the inventory of assets that are to be transferred and a list of the government-recognized system deficiencies.

A2. Assess City's Competitive Position with Respect to the RFP and Specifically the Wastewater Systems

Issues specific to how City will approach the proposal will be evaluated to establish a competitive position that will be acceptable to City and the DLA. The following topics will be considered in the competitive assessment process:

- City's objectives for procurement
- Understanding of DLA's objectives
- City's strengths and weaknesses incorporating the existing Strengths, Weaknesses, Opportunities (SWPT) analysis
- Themes for the proposal to meet DLA objectives
- Options for pricing, existing rates, new rates, O&M based rates, and unit cost per commodity (i.e., pricing flexibility)
- Financing methods
- Risk and potential liability associated with environmental conditions at the military installation
- City's position versus the competition in the scoring of the technical proposal, references, past performance, and ability to meet the performance standards established in the RFP.

For wastewater collection and treatment, the City does not currently treat wastewater flow from PAFB or CCAFS. The RFP documents refer to an on-base wastewater treatment plant at CCAFS. For the purposes of the work planning phase, it is assumed that the City will maintain and operate the wastewater collection system and the existing base wastewater treatment plant pending further technical information from the DLA. Additionally, it is assumed that wastewater from PAFB will be treated by the City of Cocoa Beach Water Reclamation Facility.

Engineer will provide a technical memorandum summarizing the City's competitive position relative to the wastewater system. A workshop will be held to present the findings of the technical memorandum and receive input and comments from the City, as well as develop concurrence with its findings. The technical memorandum will be finalized once the City's comments are addressed.

Upon completion of the competitive position analysis, the results will be reviewed with City staff and a determination and recommendation to proceed will be required to continue on with the RFQ proposal.

A3. Review Compliance Matrix and Phase 1 Work Plan

Engineer will review the draft work plan and compliance matrix prepared by others relative to the wastewater component and provide feedback in terms of suggested improvements. Engineer will participate in a workshop to review draft Phase 1 Work Plan and the compliance matrix.

Phase 1 – Original Proposal Phase, Part B – Development of the Original Proposal Documents

The second objective of Phase 1 will be to prepare a competitive proposal in accordance with the requirements of the RFP. Engineer will complete the following tasks during Phase 1, Part B:

B1. Communicate with the City and other project team members

B2. Participate in proposal development work sessions

B3. Review staffing plan for operations and maintenance (O&M) for the wastewater system

B4. Attend four (4) DLA site visits for the wastewater facilities.

B5. Develop the renewal and replacement and capital upgrade plans for the wastewater system including the initial government recognized deficiencies and other items identified during the site visits and overall review of the system.

B6. Provide quantities relative to the wastewater system for the pricing model prepared by others and review pricing model

B7. Provide input on City's competitive position

B8. Prepare draft wastewater proposal components

B9. Review final wastewater proposal components

A description of the services to be provided for each Part B task is provided in this section of the scope of services.

B1. Communicate with the DLA and Air Force

All communications with the government will be managed by City, with support from Engineer, to obtain the necessary information for the proposal. The City and Engineer will attend the pre-proposal meeting and site visit. Engineer will work with the City to determine if additional questions need to be submitted based on current and subsequent RFP documentation. Engineer will compile and maintain a list of questions that will be submitted to the DLA contracting officer.

Engineer will draw upon observations and findings from the City, as well as responses to the submitted questions, to gain knowledge about the PAFB and CCAFS wastewater utilities. Engineer will also apply its knowledge of the facilities from previous and ongoing work at PAFB (Allen Engineering) and take advantage of any future site walkthroughs provided by the DLA as part of the RFP process.

B2. Attend Proposal Development Work Sessions

Engineer will participate in four work sessions with the project team at either the City's offices or at another designated location, as described below.

Work Session Number 1

At the first work session, Engineer will receive and review data requested from the City as listed in the Phase 1 work plan and the compliance matrix. The information requested will include, but not be limited to, operating procedures, current and future utility rate information, engineering design and construction standards, service standards, staffing information, environmental and safety procedures and compliance histories, small business subcontracting history, past performance data, resumes, and related experience write-ups.

Work Session Number 2

The objective of the second work session will be for the engineering and operations teams from Engineer and the City to jointly review the proposed renewal and replacement plan, the capital upgrades plan and the O&M staffing plan, as described below:

- Renewal and Replacement Plan
- Capital Upgrade Plan
- O&M Staffing Plan

Work Session Number 3

At the third work session, Engineer and City personnel will go over the results of the cost model (see below) and will evaluate how the technical proposal will score, using the government's evaluation criteria.

Work Session Number 4

The fourth work session will be held after Engineer has received review comments on the draft proposal from the City. During this session, the proposal team will meet for one to two days to go over the review comments and to decide how to incorporate all of the comments into the final documents.

B3. Review Operations and Maintenance Staffing Plan

Engineer will review and provide input on the operations and maintenance staff plan for the wastewater facilities prepared by others.

B4. Develop the Renewal and Replacement and Capital Upgrade Plans

Engineer will develop the preliminary renewal and replacement plan and the preliminary capital upgrade plan for the wastewater system. Engineer will provide quantities for input into the asset management program and risk register maintained by others. For example, to complete the renewal and replacement plan for the piping, lengths of pipe will be totaled and the age of the pipelines will be estimated. If condition assessment information is available from the DLA, Engineer will use this data to provide inputs for the preliminary risk register of buried PAFB and CCAFS assets consistent with the principles of City's asset management program such that a renewal and replacement plan that rehabilitates/replaces the highest risk buried assets, or when the pipe is at the end of its useful life can be developed. Engineer will also develop the scope of the capital upgrades needed to address the government-recognized system deficiencies for the wastewater system.

B5. Review Pricing Model

Engineer will review and provide input to the cost model prepared by Burton & Associates and respond to any questions during the development of the model.

B6. Review Competitive Position

The competitive assessment performed during Part A will be reviewed based on the information developed during Part B up to this stage of the procurement process, updated information that was used for the

original competitive assessment, and the results of the cost model. The cost model will provide the estimated costs of owning and operating the system for 50 years. These costs will be compared with how the competition may be pricing the project and how the government may be pricing the work using its "should cost" pricing methodology.

B7. Prepare Draft Proposal

The draft proposal will be prepared to comply with the requirements of the RFP. Four volumes will be prepared, including:

Volume I: Technical Proposal

Volume II: Past Performance

Volume III: Contract Documentation

Volume IV: Price Proposal

Engineer will draft wastewater sections of the technical proposal and the past performance volumes.

Volume I Technical Proposal

The technical proposal volume will contain an assessment of the system condition, the renewal and replacement plan, the capital upgrade plan, and the O&M staffing plan. The following topics will be addressed in the technical proposal:

- Service Interruption/Contingency and Catastrophic Loss Plan
- Operations and Maintenance/Quality Management Plan
- Service Standards Criteria
- Performance Standards
- Quality Management
- Initial System Deficiency Corrections/Upgrades/Connections and Renewal and Replacement Plan
- Operational Transition Plan

Volume II Past Performance

The past performance volume will contain an overview of the systems currently owned by City and will provide contact information for references. It will also address City's status with Federal, state, and local regulatory authorities.

Engineer will provide input on the past performance of City's wastewater system.

B8. Final Proposal

After receiving comments from the City, Engineer will participate in the fourth proposal working session to discuss comments, collect final information, and achieve consensus on the final proposal content. Engineer will review and provide comments for preparation of final proposal by others.

Assumptions

In addition to the assumptions stated in the Scope of Services, the following items are assumed:

- City personnel will be available for four work sessions and other review meetings with Engineer as mutually scheduled.

- Specifically excluded from this initial scope of work is any follow-on support by Engineer for responses to questions, discussions, final proposal, or other proposal revisions, or negotiations beyond the Original Proposal Phase.
- The budget for this project has been developed prior to receipt of the RFP. In the event that the scope varies from what has been anticipated, Engineer will notify the City of any deviations and related budget modifications required.

Obligations of City

In addition to other obligations stated in the Scope of Services, the City will provide certain assistance to Engineer in completion of the tasks identified, including, but not limited to the following:

- The City will designate a senior manager to have overall responsibility of decision-making and delivery of requested evaluations and data in support of the procurement effort. The City will develop data and information requested by Engineer in a timely manner, and have it fully developed and available prior to or at the beginning of each work session.
- Information on the City's operations, management philosophy, staff capabilities, and the like will be provided to Engineer prior to each work session building on Engineer's prior knowledge and experience with the City's wastewater system.
- The City's legal counsel will participate in the procurement development strategy and other portions of the pre-proposal work session.

Additional Services

Engineer will, when directed, provide additional services related to the procurement but not included within this scope of services. These and other services can be provided, if desired by City, as an amendment to the original scope of services. Work will begin for the additional services after receipt of a written notice to proceed from City. Additional services may include:

- Assist City with proposal revisions required by substantial or material changes to the scope and depth of the proposal or by additional RFP addenda that are substantial or material changes issued prior to the due date but once the original proposal documents are developed.
- Assist the City in responding to questions or participate in meetings with the Air Force and DLA once the original proposal is submitted.
- Assist the City in preparing final proposal revision(s) (Phase 2).
- Assist the City in negotiating or in interviews with the Air Force and DLA (Phases 3 and 4).
- Assist the City with any other services required in the procurement process subsequent to submittal of the original proposal.

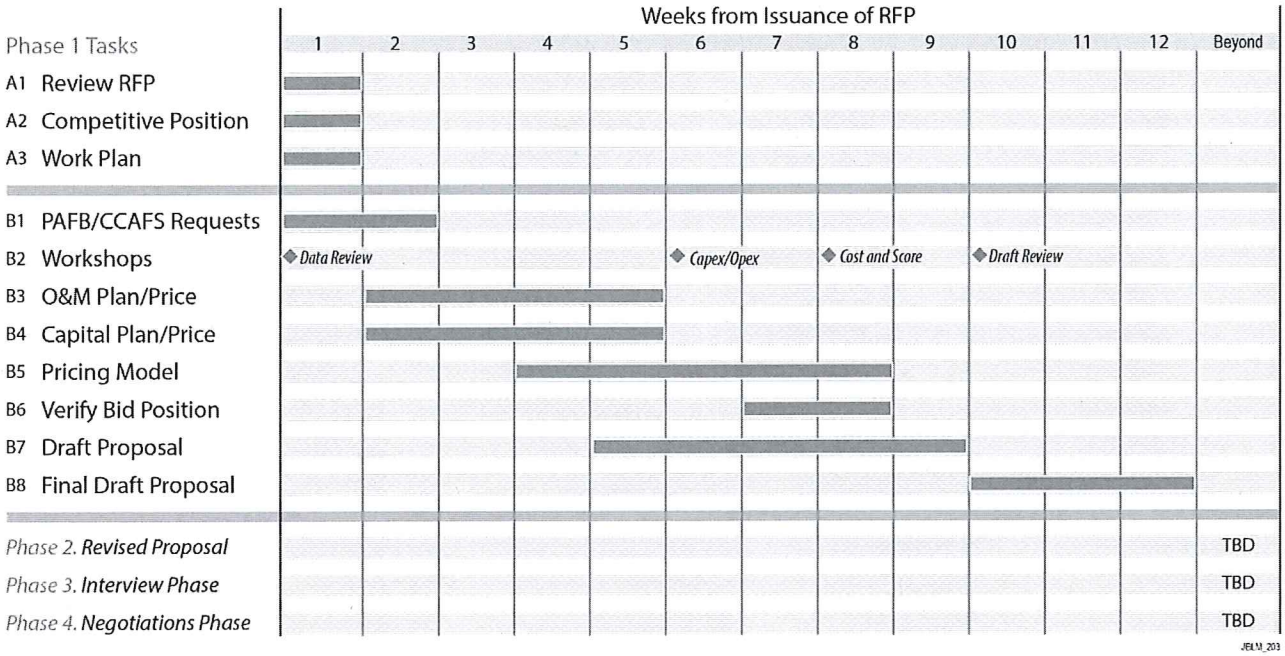
Deliverables

- RFP Questions to DLA Contracting Officer (if applicable)
- Wastewater Renewal and Replacement Plan
- Wastewater Capital Upgrade Plan
- Wastewater Inputs for Pricing Model

- Draft Proposal for wastewater related sections

Project Schedule

Services shall commence after issuance of the RFP and the City has issued Notice to Proceed.



Compensation

Compensation for the Scope of Services described herein shall be in accordance with the Agreement for Engineering Services for Wastewater Treatment and Disposal Systems (Agreement) between Engineer and the City of Cocoa dated May 27, 2008 on the basis of a not to exceed fee. The not to exceed fee of this task order is $158,970. Engineer proposes to perform the work described herein on a time and material basis with budgets between the subtasks and expenses being interchangeable as needed. Engineer will submit monthly invoices for services rendered in accordance with the agreement. The estimated total engineering fee including labor and expenses associated with the task order is shown in Table 1, Fee Estimate. Engineer will use available technology such as on line meetings and Skype to minimize travel and expenses where applicable.

Acceptance

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

Approved for City of Cocoa	Accepted for CDM Smith, Inc.
By: _____	By: [signature]
Title: _____	Title: Vice President
Date: _____	Date: July 14, 2016

TABLE 1
FEE ESTIMATE
Patrick Air Force Base and Cape Canaveral Air Force Station Wastewater Utility Privatization Proposal Support – Phase 1

Task and Description	Officer	Principal	Senior Professional	Professional II	Professional I	Senior Support	Support Staff	Project Admin	Total Hours	Total Dollars
	$200	$170	$150	$125	$100	$115	$90	$85		
Phase 1 - Orignal Proposal Phase Part A	**18**	**10**	**56**	**104**	**0**	**26**	**14**	**12**	**240**	**$31,970.00**
Subtask A.1 Review RFP and Technical Data Packages	8	2	8	40	0	2	2	0	62	$8,550.00
Subtask A.2 Assess Cocoa's Competitive Position Relative to WW	6	8	40	60	0	24	12	12	162	$20,920.00
Subtask A.3 Review Compliance Matrix	4	0	8	4	0	0	0	0	16	$2,500.00
Phase 1 - Original Proposal Phase Part B	**122**	**38**	**234**	**324**	**0**	**100**	**40**	**64**	**922**	**$127,000.00**
Subtask B.1 Communicate with DLA and Attend Site Visits	8	2	40	80	0	0	0	12	142	$18,960.00
Subtask B.2 Participate in 4 Work Sessions	60	0	60	0	0	0	0	0	120	$21,000.00
Subtask B.3 Review Operations and Maintenance Staffing Plan	4	12	30	40	0	0	0	8	94	$13,020.00
Subtask B.4 Develop Renewal and Replacement and Capital Upgrade Plan	6	12	40	120	0	40	40	12	270	$33,460.00
Subtask B.5 Review Pricing Model	8	0	8	0	0	0	0	0	16	$2,800.00
Subtask B.6 Review Competitive Position	8	0	12	0	0	0	0	4	24	$3,740.00
Subtask B.7 Prepare Draft Proposal	8	12	24	60	0	60	0	24	188	$23,680.00
Subtask B.8 Review Final Proposal	20	0	20	24	0	0	0	4	68	$10,340.00
Total Hours	**140**	**48**	**290**	**428**	**0**	**126**	**54**	**76**	**1162**	**$158,970.00**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4573839&GUID=020CE98D-B040-4218-8FC6-90D91F61506A* is a secure document that has been embedded in this document. Double click the pushpin to view.



BURTON & ASSOCIATES, INC.

TASK ORDER # 16 FOR PROFESSIONAL SERVICES

Burton & Associates Project No. TBD

Title: Utility Privatization Proposal Preparation Support - Pricing Model and Pricing Proposal

This Task Order, made and entered into on the date last executed below, by and between BURTON & ASSOCIATES, INC. and THE CITY OF COCOA, FL, hereinafter called "CLIENT", is for the services described under item 2 of this Task Order and is subject to the terms and conditions of the AGREEMENT FOR CONSULTING SERVICES between BURTON & ASSOCIATES and THE CITY OF COCOA, FL, dated July 27, 2010.

BURTON & ASSOCIATES, INC.	**Contact:**	Mr. Michael E. Burton, President
	Address:	200 Business Park Circle, Suite 101 St. Augustine, Florida 32095
	Phone:	(904) 247-0787
	e-mail:	mburton@burtonandassociates.com
CLIENT	**Contact:**	Mr. John "Jack" Walsh, P.E. Utility Director
	Address:	City of Cocoa 351 Shearer Blvd. Cocoa, FL 32922
	Phone:	(321) 433-8701
	e-mail	jwalsh@cocoafl.org
	Invoice to:	Mr. John "Jack" Walsh, P.E. c/o Tammy Costantini
	Address:	City of Cocoa 351 Shearer Blvd. Cocoa, FL 32922

1. **PROJECT:** General Nature of Project – The City of Cocoa (City) is competing for the utility privatization to expand its area of ownership and maintenance, which would provide economy of scale to the overall Cocoa utility system as a whole, and could reduce unit costs to all users. The City is pursuing privatization of the water and sewer utilities at the bases but it is not pursuing the privatization of the electric utility at the bases.

   Under a separate Task Order with the City, CH2M HILL (CH2MHill) will support the City of Cocoa Utilities Department on the upcoming Utility Privatization Procurement for the Patrick Air Force Base (PAFB) and Cape Canaveral Air Force Station (CCAFS) Water Distribution and Wastewater Collection Systems. Burton & Associates will work with Ch2MHill and other members of the Privatization Team to provide support to the proposal preparation process through this Task Order with the City in accordance with our Agreement for Consulting Services dated July 27, 2010.

   The Department of Defense (DoD) initiative is to privatize utility services, such as water, wastewater, and electric, at all military installations, including PAFB and CCAFS. This proposal for utility privatization is being coordinated through the Defense Logistics Agency (DLA) at Ft. Belvoir, Virginia.

   Burton & Associates will assist the City of Cocoa as a member of the above referenced Privatization Team with the development of a Pricing Model and preparation of the Pricing Proposal.

2. **SCOPE OF SERVICES:** Description of services to be performed by BURTON & ASSOCIATES, INC. (if additional pages are necessary, they are identified as Attachment A): Attachment A presents the Scope of Services for this Task Order.

3. **TIME OF COMPLETION:** Services called for herein shall be completed in accordance with the Schedule in the Scope of Services in Attachment A as amended from time to time as required by the City.

4. **COMPENSATION:** The compensation to be paid BURTON & ASSOCIATES, INC. for providing the services called for herein shall be:

   A Fixed Fee of $189,591, inclusive of out-of-pocket expenses.

IN WITNESS WHEREOF, this Task Order is accepted on the date last written below.

For CLIENT:	***For BURTON & ASSOCIATES, INC.:***
Signed:	Signed:
Name:	Name: Michael E. Burton
Title:	Title: President
Date:	Date: July 13, 2016

ATTACHMENT A – SCOPE OF SERVICES

Scope of Services:

The Detailed Scope of Work and Project Approach for this Task Order are presented on the following pages.

Notice to Proceed:

Approval of this Task Order serves as Notice to Proceed with the project.

BURTON & ASSOCIATES - TASK ORDER # 16

Patrick Air Force Base and Cape Canaveral Air Force Station Water and Wastewater Utility Privatization Proposal Support

Burton & Associates – Pricing Model and Price Proposal - Phase 1

The City of Cocoa (City) is competing for the utility privatization to expand its area of ownership and maintenance, which would provide economy of scale to the overall Cocoa utility system as a whole, and could reduce unit costs to all users. The City is pursuing privatization of the water and sewer utilities at the bases but it is not pursuing the privatization of the electric utility at the bases.

Under a separate Task Order with the City, CH2M HILL (CH2MHill) will support the City of Cocoa Utilities Department on the upcoming Utility Privatization Procurement for the Patrick Air Force Base (PAFB) and Cape Canaveral Air Force Station (CCAFS) Water Distribution and Wastewater Collection Systems. Burton & Associates will work with Ch2MHill and other members of the Privatization Team to provide support to the proposal preparation process through this Task Order with the City in accordance with our Agreement for Consulting Services dated July 27, 2010.

The Department of Defense (DoD) initiative is to privatize utility services, such as water, wastewater, and electric, at all military installations, including PAFB and CCAFS. This proposal for utility privatization is being coordinated through the Defense Logistics Agency (DLA) at Ft. Belvoir, Virginia.

Burton & Associates will assist the City of Cocoa as a member of the above referenced Privatization Team with the development of a Pricing Model and preparation of the Pricing Proposal.

It is expected that the procurement process will have four distinct phases. The four phases are as follows:

- **Phase 1 – Original Proposal Phase**
- Phase 2 - Revised Proposal Phase
- Phase 3 - Interview Phase
- Phase 4 - Negotiations Phase

Scopes of work and fee estimates for Phases 2 through 4 and are not included in this proposal. The proposed scope of services presented herein covers the anticipated effort of Burton & Associates for Phase 1, the Original Proposal phase. Phase 1 to be accomplished by the Privatization Team is further divided into two parts:

- Part A – Workplanning phase. Analyze Cocoa's competitive position in this procurement and develop a compliance matrix and work plan to develop a winning proposal.
- Part B - Develop the required documents to meet the requirements to submit the original proposal

The work defined herein is for the work to be performed by Burton & Associates in the joint effort of the City of Cocoa, CH2M HILL, CDM-Smith, and Burton & Associates, the Privatization Team.

These are the minimum services the Burton & Associates will be expected to perform.

Scope of Services

Pre-RFP Phase

No anticipated work to be performed by Burton & Associates.

Phase 1 – Original Proposal Phase, Part A – Workplanning Phase

For Task 1, Part A Scope of Services, the Privatization Team will complete the following tasks:

A1. Review the RFP and the technical data packages provided by the DLA

A2. Assess Cocoa's competitive position with respect to the contents of the RFP

A3. Develop the Compliance Matrix and Phase 1 Work Plan

A description of the services to be provided for each of these tasks is provided in this section of the scope of services.

A1. Review RFP and the Technical Data Packages

Burton & Associates will conduct a comprehensive review of the RFP to identify the specific format and content requirements to be followed in Burton & Associates' section of the submittal. The methodology for scoring the proposals for the Pricing Model and Pricing Proposal factors will be identified and used to guide the development of the approach in the those work elements.

A2. Assess Cocoa's Competitive Position

Issues specific to how Cocoa will approach the proposal will be evaluated by the Privatization Team to establish a competitive position that will be acceptable to Cocoa and the DLA. Burton & Associates will participate with the Privatization Team in discussions regarding the following topics in the competitive assessment process:

- Cocoa's objectives for procurement
- Understanding of DLA's objectives
- Cocoa's strengths and weaknesses incorporating the existing strengths, weaknesses, opportunities and threats (SWOT) analysis.
- Themes for the proposal to meet DLA objectives
- Options for pricing, existing rates, new rates, O&M based rates, and unit cost per commodity (i.e., pricing flexibility)
- Financing methods
- Risk and potential liability associated with environmental conditions at the military installation
- Cocoa's position versus the competition in the scoring of the technical proposal, references, past performance, and ability to meet the performance standards established in the RFP.

For the water distribution system, since Cocoa currently supplies water to PAFB and CCAFS, Ch2MHill will review projected increases in demand from the base (as provided by the DLA) to determine if that connection will be sufficient to handle future demand. Burton & Associates will coordinate with CH2MHill regarding water demands to be used in the Pricing Model and Pricing Proposal.

For wastewater collection, Cocoa does not currently treat wastewater flow from PAFB or CCAFS. The RFP documents refer to an on-base wastewater treatment plant at CCAFS. For the purposes of the development of the Pricing Model and Pricing Proposal, it is assumed that Cocoa will maintain and operate the wastewater collection system and the existing base wastewater treatment plant pending further technical information from the DLA. Additionally, it is assumed that wastewater treatment for PAFB will be handled

by Cocoa Beach. Burton & Associates will coordinate with CDM-Smith regarding wastewater demands to be used in the Pricing Model and Pricing Proposal.

Burton & Associates will assist CH2MHill in the provision of technical memorandum summarizing Cocoa's competitive position. Burton & Associates will participate in a workshop of the Privatization Team that will be held to present the findings of the technical memorandum and receive input and comments from Cocoa, as well as develop concurrence with its findings. Burton & Associates will participate in finalizing the technical memorandum once Cocoa's comments are addressed.

Upon completion of the competitive position analysis, the results will be reviewed with city staff and a determination and recommendation to proceed will be required to continue on with the RFQ proposal.

A3. Develop Compliance Matrix and Phase 1 Work Plan

As a member of the Privatization Team, Burton & Associates will assist in the review and compilation of a "compliance matrix" and a work plan for Phase 1, that will be developed by CH2MHill as described in CH2MHill's scope. Based upon CH2MHill's scope, the Compliance Matrix will outline each proposal component requested in the RFP to provide an organized basis for documenting each requirement of the RFP and the work plan for Phase 1 will address the tasks that will need to be completed to prepare the proposal in accordance with the DLA RFP requirements.

Burton & Associates will participate in a workshop that will be held by CH2MHill to present the draft Phase 1 Work Plan and the compliance matrix. Burton & Associates will participate in finalization of the Phase 1 Work Plan and the compliance matrix once Cocoa's comments are received and addressed.

Phase 1 – Original Proposal Phase, Part B – Development of the Original Proposal Documents

In CH2MHill's scope, it states that the second objective of Phase 1 will be to prepare a competitive proposal in accordance with the requirements of the RFP. CH2MHill will complete the following tasks during Phase 1, Part B, and Burton & Associates will participate in portions of Tasks B2, B6, B7, B8, and B9 and Burton & Associates will have primary responsibility for Task B5, Develop the Pricing Model:

B1. Communicate with the DLA and Air Force

B2. Conduct proposal development work sessions

B3. Develop a staffing plan for operations and maintenance (O&M)

B4. Develop the renewal and replacement and capital upgrade plans

B5. Develop the pricing model

B6. Confirm Cocoa's competitive position

B7. Prepare draft proposal

B8. Prepare final proposal

A description of the services to be provided by Burton & Associates for the applicable above referenced Part B tasks is provided in this section of the scope of services.

B1. Communicate with the DLA and Air Force

No anticipated work to be performed by Burton & Associates.

B2. Conduct Proposal Development Work Sessions

Burton & Associates will participate as a member of the Privatization Team in four work sessions to be conducted by CH2MHill at either Cocoa's offices or at CH2MHill's office, as described below. CDM-Smith

and Burton & Associates will participate in all four work sessions and Burton & Associates will lead Work Session Number 3.

Work Session Number 1 – Review Data Requested and Received from Cocoa

Burton & Associates will attend and provide input as applicable.

Work Session Number 2 - Review the Proposed Renewal and Replacement Plan, the Capital Upgrades Plan and the O&M Staffing Plan

Burton & Associates will attend and provide input as applicable.

Work Session Number 3 – Review Results of Cost Model and Confirm Go Decision

At the third work session, Burton & Associates, CH2MHill, other Privatization Team members and Cocoa personnel will go over the results of the cost model (see below) and will evaluate how the technical proposal will score, using the government's evaluation criteria. Burton & Associates will lead this work session and will prepare the agenda and conduct the session. At the end of this work session CH2MHill, with Burton & Associates' assistance, will provide Cocoa the information needed to decide on whether to proceed with preparation of the final proposal. CH2MHill, with Burton & Associates' assistance will assemble all the work completed and present the information needed for Cocoa to confirm the Go decision.

Work Session Number 4 – Consider Review Comments and Incorporate into Final Documents

Burton & Associates will attend and provide input as applicable.

B3. Develop Operations and Maintenance Staffing Plan

CH2MHill and CDM-Smith will be responsible for developing the operations and maintenance staffing plans for the bases for water and wastewater respectively. Burton & Associates will coordinate with CH2MHill and CDM-Smith relative to receipt of the output of this task as input to the development of the Pricing Model.

B4. Develop the Renewal and Replacement and Capital Upgrade Plans

CH2MHill and CDM-Smith will be responsible for developing the renewal and replacement and capital upgrade plans for the bases for water and wastewater respectively. Burton & Associates will coordinate with CH2MHill and CDM-Smith relative to receipt of the output of this task as input to the development of the Pricing Model

B5. Develop Pricing Model

Burton & Associates will have primary responsibility for this task. The purpose of this task is to build the cost model to assess the economic advantage to the Air Force in privatizing its drinking water and wastewater systems. The model will be updated to integrate the PAFB/CCAFS systems into Cocoa's cost model.

Burton & Associates will set up a pricing model with input from the CH2MHill and CDM-Smith to include the cost of maintaining PAFB/CCAFS's existing water distribution systems and wastewater collection systems and maintaining existing wastewater treatment facilities. The model will be consistent with the pricing requirements included in the RFP. Cost inputs to the pricing model will include capital costs and operations and maintenance costs, as well as the staffing plans, renewal and replacement plans and capital upgrade plans for the bases developed by the CH2MHill and CDM-Smith respectively for water and wastewater.

The pricing model will generate the required monthly service charge for O&M, the estimated purchase price recovery schedule, the renewal and replacement costs, and the capital upgrade charges for the project each year for 50 years.

Output from the pricing model will be electronically transferred to a copy of the model that DLA uses to evaluate the economics of price proposals it receives as part of overall privatization proposal packages.

B6. Confirm Cocoa's Competitive Position

The competitive assessment performed during Part A will be reviewed by the Privatization Team based on the information developed during Part B up to this stage of the procurement process, updated information that was used for the original competitive assessment, and the results of the cost model. Burton & Associates will assist in using the cost model to provide the estimated costs of owning and operating the system for 50 years. These costs will be compared with how the competition may be pricing the project and how the government may be pricing the work using its "should cost" pricing methodology.

B7. Prepare Draft Proposal

Burton & Associates will prepare the Price Proposal section of the Draft Proposal. The Draft Proposal will be prepared to comply with the requirements of the RFP. Four volumes will be prepared, including:

Volume I: Technical Proposal

Volume II: Past Performance

Volume III: Contract Documentation

Volume IV: Price Proposal

The contents of each volume are described below.

Volume I Technical Proposal

The technical proposal volume will contain an assessment of the system condition, the renewal and replacement plan, the capital upgrade plan, and the O&M staffing plan. CH2MHill will prepare this Volume and CDM-Smith will provide input regarding the wastewater system. There is no anticipated work to be performed by Burton & Associates.

Volume II Past Performance

The past performance volume will contain an overview of the systems currently owned by Cocoa and will provide contact information for references. It will also address Cocoa's status with Federal, state, and local regulatory authorities. CH2MHill will prepare this Volume and CDM-Smith will provide input on the past performance of Cocoa's wastewater system. There is no anticipated work to be performed by Burton & Associates.

Volume III Contract Documentation

The contract documentation volume will contain signed forms and documents that will become part of the overall contract upon award, such as the subcontracting plan, small business plan, socioeconomic plan, FAR clauses, alternate proposals, and exceptions to the terms and conditions in the RFP. CH2MHill will prepare this Volume. There is no anticipated work to be performed by Burton & Associates.

Volume IV Price Proposal

Burton & Associates will prepare the price proposal with input from the CH2MHill and CDM-Smith. The price proposal will contain the following information:

- Purchase price for the system
- Price for the utility service
- Cost for system renewals and enhancements

- Pricing assumptions and estimating methodology
- 10 USC 2688 economic criteria
- Pricing formula and compensation agreement
- Price controls and incentives

At the completion of the draft proposal task, CH2MHill will deliver two hard copies and an electronic copy of the proposal for Cocoa review and comment.

B8. Prepare Final Proposal

After receiving comments from Cocoa, Burton & Associates will attend and participate in the fourth proposal working session that will be hosted by CH2MHill to discuss comments, collect final information, and achieve consensus on the final proposal content. CH2MHill will revise and complete proposal sections based on input from Cocoa, CDM-Smith, and Burton & Associates. Cocoa will provide additional information as necessary to complete the proposal effort.

The final proposal will be prepared in accordance with the requirements of the RFP. Burton & Associates will assist CH2MHill where applicable in working closely with Cocoa to write and develop the proposal document.

Upon completion of the final proposal, the results will be reviewed with city staff and a determination and recommendation to proceed will be required to continue with the RFQ proposal submittal.

Assumptions

In addition to the assumptions stated in the Scope of Services, the following items are assumed relative to Burton & Associates' responsibilities:

- Cocoa personnel will be available for four work sessions and other review meetings with the Privatization Team as mutually scheduled.
- Revisions by the DLA to the requirements of the proposal, the proposal due date, or other aspects of the procurement cannot be predicted. To the extent that such revisions do occur, Burton & Associates will coordinate with the Privatization Team and the City regarding a response in terms of responsibility, timing and additional fee required, if any.
- Specifically excluded from this initial scope of work is any follow-on support by Burton & Associates for responses to questions, discussions, final proposal, or other proposal revisions, or negotiations beyond the Original Proposal Phase.

Obligations of Cocoa

In addition to other obligations stated in the Scope of Services, Cocoa will provide certain assistance to Burton & Associates in completion of the tasks identified, including, but not limited to the following:

- Cocoa will designate a senior manager to have overall responsibility of decision-making and delivery of requested evaluations and data in support of the procurement effort. Cocoa will develop data and information requested by Burton & Associates in a timely manner, and have it fully developed and available prior to or at the beginning of each work session.
- Information on Cocoa's operations, management philosophy, staff capabilities, and the like will be provided to Burton & Associates prior to each work session. Also, Burton & Associates' long relationship with the City and the recent financial sustainability modeling done for the water and sewer utility will provide a sound basis of knowledge about the City and the utility's financial structure and condition.

- Cocoa's legal counsel will participate in the procurement development strategy and other portions of the pre-proposal work session.

Additional Services

Burton & Associates will, when directed, provide additional services related to the procurement but not included within this scope of services. These and other services can be provided, if desired by Cocoa, as an amendment to the original scope of services. Work will begin for the additional services after receipt of a written notice to proceed from Cocoa. Additional services may include:

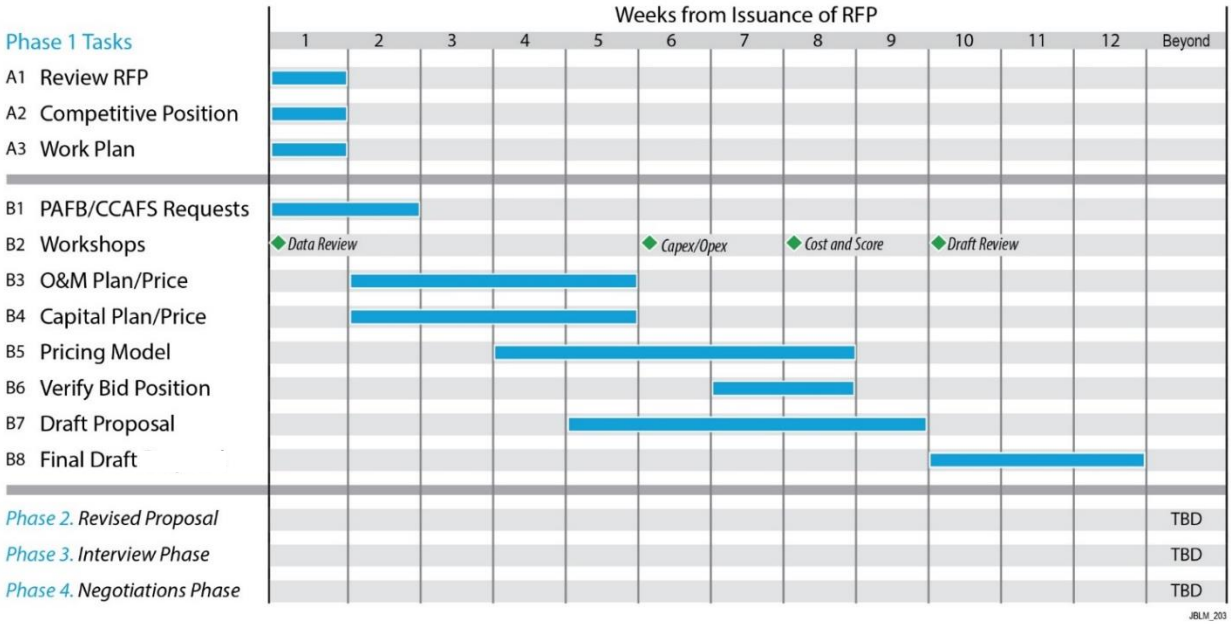
- Assist Cocoa with proposal revisions required by substantial or material changes to the scope and depth of the proposal or by additional RFP addenda that are substantial or material changes that are issued prior to the due date but once the original proposal documents are developed.
- Assist Cocoa in responding to questions or participate in meetings with the Air Force and DLA once the original proposal is submitted.
- Assist Cocoa in preparing final proposal revision(s) (Phase 2).
- Assist Cocoa in negotiating or in interviews with the Air Force and DLA (Phases 3 and 4).
- Assist Cocoa with any other services required in the procurement process subsequent to submittal of the original proposal.

Deliverables

- Pricing Model
- Price Proposal
- Draft Proposal – Pricing Elements
- Final Proposal – Pricing Elements

Project Schedule

Services shall commence after issuance of the RFP and the City has issued a Notice to Proceed. Burton & Associates will begin work on the Pricing Model by setting up the model with placeholder cost estimates immediately after receipt of a Notice-to-Proceed and the final work on the Pricing Model and Price Proposal will be accomplish where Task B5 is shown in the overall project schedule which was developed by CH2MHill below.



Compensation

Services proposed by Burton & Associates in this Task Order will be performed in accordance with the Agreement for Consulting Services (Agreement) between Burton & Associates and City dated July 27, 2010.

Burton & Associates proposes to perform the work described herein on a fixed fee basis based upon the specific Work Plan and Cost Estimate Schedule presented in Attachment A. Burton & Associates will invoice the City for work completed monthly on a percent complete basis and will provide a detailed accounting by Task and Sub-Task as to the percentage work completed for each. Out-of-pocket expenses will be included on each invoice separately based upon actual expenses incurred and will not exceed the amount for Expenses in Attachment A without prior approval of the City. Burton & Associates will use available technology such as on line meetings and Skype to minimize travel and expense where applicable.

Acceptance

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

Approved for City of Cocoa	Accepted for Burton & Associates, Inc.
By:	By:
Title:	Title: President
Date:	Date: July 13, 2016

City of Cocoa

UTILITY PRIVATIZATION PROPOSAL PREPARATION SUPPORT - PRICING MODEL AND PRICING PROPOSAL

PROJECT WORK PLAN

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS						
	Burton & Associates						
	Project Principal	Technical Advisor	Project Director	Consultant	Financial Analyst	Clerical	Total Project
	$249	$226	$226	$133	$99	$46	
	Burton	Hildebrand	van Malssen	Paltridge	Napoli		
PHASE 1 Original Proposal Phase, Part A – Workplanning Phase							
Task 1 Project Initiation - Initiate the Project							
1.1 Conduct kickoff conference call.	1	1	1	1	1	0	5
1.2 Prepare data request and review data and other background information.	2	2	2	4	6	0	16
Task 2 Review the RFP and the technical data packages provided by the DLA							
2.1 Conduct a comprehensive review of the RFP to identify the specific format and content requirements to be followed in Burton & Associates' section of the submittal. The methodology for scoring the proposals for the Pricing Model and Pricing Proposal factors will be identified and used to guide the development of the approach in the those work elements.	2	4	2	8	4	0	20
Task 3 Assess Cocoa's competitive position with respect to the contents of the RFP							
3.1 Issues specific to how Cocoa will approach the proposal will be evaluated by the Privatization Team to establish a competitive position that will be acceptable to Cocoa and the DLA. Burton & Associates will participate with the Privatization Team in discussions regarding the following topics in the competitive assessment process (one Privatization Team meeting):							
a. Prepare for, attend and document significant outcomes of a meeting of the Privatization Team to review the following: o Cocoa's objectives for procurement. o Understanding of DLA's objectives. o Cocoa's strengths and weaknesses incorporating the existing strengths, weaknesses, opportunities and threats (SWOT) analysis. o Themes for the proposal to meet DLA objectives. o Options for pricing, existing rates, new rates, O&M based rates, and unit cost per commodity (i.e., pricing flexibility). o Financing methods. o Risk and potential liability associated with environmental conditions at the military installation. o Cocoa's position versus the competition in the scoring of the technical proposal, references, past performance, and ability to meet the performance standards established in the RFP..	8	0	8	8	0	0	24
3.2 Coordinate with CH2MHill regarding water demands to be used in the Pricing Model and Pricing Proposal.	0	0	1	2	4	0	7
3.3 Coordinate with CDM-Smith regarding wastewater demands to be used in the Pricing Model and Pricing Proposal.	0	0	1	2	4	0	7
3.4 Burton & Associates will assist CH2MHill in the provision of technical memorandum summarizing Cocoa's competitive position with respect to the contents of the RFP by reviewing the draft and offering comments.	1	2	2	4	1	0	10
3.5 Participate in a workshop of the Privatization Team that will be held by CH2MHill to present the findings of the technical memorandum and receive input and comments from Cocoa, as well as develop concurrence with its findings.	8	0	8	8	0	0	24
3.6 Participate in finalizing the technical memorandum once Cocoa's comments are addressed.	1	1	2	4	1	0	9
Task 4 Develop Compliance Matrix and Phase 1 Work Plan							
4.1 As a member of the Privatization Team, Burton & Associates will assist in the review and compilation of a "compliance matrix" and a work plan for Phase 1, that will be developed by CH2MHill as described in CH2MHill's scope. The Compliance Matrix will outline each proposal component requested in the RFP to provide an organized basis for documenting each requirement of the RFP and the work plan for Phase 1 will address the tasks that will need to be completed to prepare the proposal in accordance with the DLA RFP requirements:							
4.2 Review draft and offer comments.	1	1	2	4	1	0	9
4.3 Participate in a workshop that will be held by CH2MHill to present the draft Phase 1 Work Plan and the compliance	8	0	8	8	0	0	24
4.4 Participate in finalization of the Phase 1 Work Plan and the compliance matrix once Cocoa's comments are received and addressed.	1	1	2	4	1	0	9

City of Cocoa

UTILITY PRIVATIZATION PROPOSAL PREPARATION SUPPORT - PRICING MODEL AND PRICING PROPOSAL

PROJECT WORK PLAN

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS						
	Burton & Associates						
	Project Principal	Technical Advisor	Project Director	Consultant	Financial Analyst	Clerical	Total Project
	$249	$226	$226	$133	$99	$46	
	Burton	Hildebrand	van Malssen	Paltridge	Napoli		
PHASE 1 Original Proposal Phase, Part B – Development of the Original Proposal Documents							
Task 5 Prepare Competitive Proposal							
5.1 Burton & Associates will assist the Privatization Team in preparing a competitive proposal in accordance with the requirements of the RFP. CH2MHill will complete the following tasks during Phase 1, Part B, and Burton & Associates will participate in portions of Tasks B2, B6, B7, B8, and B9 and Burton & Associates will have primary responsibility for Task B5, Develop the Pricing Model:							
B1. Communicate with the DLA and Air Force - No anticipated work to be performed by Burton & Associates.	0	0	0	0	0	0	0
B2. Proposal development work sessions - Burton & Associates will participate as a member of the Privatization Team in four work sessions to be conducted by CH2MHill at either Cocoa's offices or at CH2MHill's office, as described below. CDM-Smith and Burton & Associates will participate in all four work sessions and Burton & Associates will lead Work Session Number 3.							
Work Session Number 1: Review Data Requested and Received from Cocoa - Burton & Associates will be a participant in the work session.	8	0	8	8	0	0	24
Work Session Number 2: Review the Proposed Renewal and Replacement Plan, the Capital Upgrades Plan and the O&M Staffing Plan - Burton & Associates will be a participant in the work session.	8	0	8	8	0	0	24
Work Session Number 3: Review Results of Cost Model and Confirm Go Decision - Burton & Associates will lead the work session.	8	8	8	8	8	0	40
Work Session Number 4: Consider Review Comments and Incorporate into Final Documents - Burton & Associates will be a participant in the work session.	8	0	8	8	0	0	24
B3. Engineers to develop a staffing plan for operations and maintenance (O&M) - Burton & Associates will coordinate with CH2MHill and CDM-Smith relative to receipt of the output of this task as input to the development of the Pricing Model.	0	0	1	2	4	0	7
B4. Engineers to develop the renewal and replacement and capital upgrade plans - Burton & Associates will coordinate with CH2MHill and CDM-Smith relative to receipt of the output of this task as input to the development of the Pricing Model.	0	0	1	2	4	0	7
B5. Develop the pricing model - Burton & Associates will have primary responsibility for this task. The purpose of this task is to build the cost model to assess the economic advantage to the Air Force in privatizing its drinking water and wastewater systems. The model will be updated to integrate the PAFB/CCAFS systems into Cocoa's cost model. Burton & Associates will set up a pricing model with input from the CH2MHill and CDM-Smith to include the cost of maintaining PAFB/CCAFS's existing water distribution systems and wastewater collection systems and maintaining existing wastewater treatment facilities. The model will be consistent with the pricing requirements included in the RFP. Cost inputs to the pricing model will include capital costs and operations and maintenance costs, as well as the staffing plans, renewal and replacement plans and capital upgrade plans for the bases developed by the CH2MHill and CDM-Smith respectively for water and wastewater. The pricing model will generate the required monthly service charge for O&M, the estimated purchase price recovery schedule, the renewal and replacement costs, and the capital upgrade charges for the project each year for 50 years. Output from the pricing model will be electronically transferred to a copy of the model that DLA uses to evaluate the economics of price proposals it receives as part of overall privatization proposal packages. We will accomplish this task by completion of the following sub-tasks:							
B5.1 - Consult with CH2MHill regarding the construct of the Pricing Model (Model) and estimated costs and timing to use as test data in development of the Model.	4	4	4	4	4	0	20
B5.2 - Construct the Pricing Model based upon Task B5.1 using test data.	8	16	40	60	120	0	244
B5.3 - Review the Model with the Burton & Associates consulting team and identify adjustments required.	4	4	4	4	4	0	20
B5.4 - Make adjustments identified in the prior sub-task.	1	2	8	16	24	0	51
B5.5 - Review the adjusted Model with the Burton & Associates consulting team and identify final adjustments required.	2	2	2	2	2	0	10

City of Cocoa

UTILITY PRIVATIZATION PROPOSAL PREPARATION SUPPORT - PRICING MODEL AND PRICING PROPOSAL

PROJECT WORK PLAN

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS Burton & Associates						
	Project Principal	Technical Advisor	Project Director	Consultant	Financial Analyst	Clerical	Total Project
	$249	$226	$226	$133	$99	$46	
	Burton	Hildebrand	van Malssen	Paltridge	Napoli		
B5.6 - Make final adjustments identified in the prior sub-task.	1	2	4	8	16	0	31
B5.7 - Review the Model with the CH2MHill and identify adjustments required.	4	0	4	4	4	0	16
B5.8 - Make adjustments identified in the prior sub-task.	2	4	8	16	24	0	54
B5.9- Receive and review actual cost data from CH2MHill and CDM-Smith.	1	2	4	6	8	0	21
B5.10 - Discuss questions and clarifications regarding the cost data with CH2MHIll and CDM-Smith.	0	0	2	2	2	0	6
B5.11 - Input actual cost data into the Model, review and adjust as required.	2	0	8	24	40	0	74
B5.12 - Review the Model with the Burton & Associates consulting team and identify adjustments required.	4	4	4	4	4	0	20
B5.13 - Make adjustments identified in the prior sub-task.	2	0	8	12	16	0	38
B5.14 - Review the adjusted Model with the Burton & Associates consulting team and identify final adjustments required.	2	2	2	2	2	0	10
B5.15 - Make final adjustments identified in the prior sub-task.	1	1	2	4	8	0	16
B5.16 - Review the Model with the Privatization Team and identify adjustments required.	---Included in Work Session #3 in B2---						
B5.17 - Make adjustments identified in the prior sub-task.	1	2	4	12	16	0	35
B5.18- Document the Model's functionality.	1	4	8	16	32	0	61
B6. Conference call with Privatization Team to confirm Cocoa's competitive position with respect to the contents of the RFP.	1	2	2	2	2	0	9
B7. Prepare draft proposal (Included in Task 6)	--- Included in Task 6 ---						
B8. Prepare final proposal (Included in Task 6)	--- Included in Task 6 ---						
Task 6 Prepare Draft Proposal							
6.1 Prepare the Draft Price Proposal section of the Draft Proposal.	4	8	16	24	40	3	95
6.2 Review Draft with Privatization Team via conference call.	2	2	2	2	2	0	10
6.3 Make adjustments based upon input in prior sub-task and prepare Final Price Proposal section of the Proposal.	1	2	4	8	16	2	33
TOTAL ESTIMATED MAN-HOURS	113	83	213	325	425	5	1,164
TOTAL ESTIMATED FEE	$28,137	$18,758	$48,138	$43,225	$42,075	$230	$180,563
TOTAL ESTIMATED EXPENSES 5.00%							$9,028
TOTAL ESTIMATED PROJECT COST							**$189,591**

SOURCE: BURTON & ASSOCIATES

Note: All meetings with the Privatization Team and/or City staff include time for meeting preparation, meeting attendance and post meeting documentation.

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4010 | DATE PREPARED: 07/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 310,000)	421-4055-536.63-00	WS1508	Infrastrucrture	$ 29,832,102	$ 30,810,640	$ 30,500,640	$ 9,252,731
($ 290,000)	421-4055-536.63-00	WS16PA	Infrastructure	$ 29,832,102	$ 30,500,640	$ 30,210,640	$ 9,223,731
($ 931,934)	421-4055-536.63-00	WS16ST	Infrastructure	$ 29,832,102	$ 30,210,640	$ 29,278,706	$ 8,291,797
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,531,934)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,531,934	421-4010-536.31-00	WS17AF	Professional Services	$ 194,582	$ 194,582	$ 1,726,516	$ 1,542,832
$ 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
$ 1,531,934	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds required for the Utility Privatization project for Patrick Air Force Base and Cape Canaveral Air Force Station.
Agenda #16-298

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/26/16 *RESOLUTION #:* 2016-73

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

7/14/16 Norma Hernandez (Digitally signed by Norma Hernandez)	7/15/16 Lea Taylor (Digitally signed by Lea Taylor, Date: 2016.07.15 11:05:57 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
7/14/16 John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	7/15/16 Lora Howell (Digitally signed by Lora Howell Date: 2016.07.15 11:24:31 -04'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-299	**Version:** 2	**Name:**		
Type:	Agenda		**Status:**	Multi-Year Contract	
File created:	7/9/2016		**In control:**	City Council	
On agenda:	7/26/2016		**Final action:**		
Title:	To approve a multi-year agreement with Danella Construction Corporation of Florida, Inc., to install fiber optic cable under the terms and conditions of the City of Palm Coast RFP-IT-13-01 in the amount of $164,505.75, pending FY 2017 budget approval; To approve a resolution to adjust the FY 2016 budget. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Danella Construction Proposal (Design).pdf Danella Construction Proposal (Construction).pdf Palm Cost Contract 4-1-13.pdf Palm Cost Contract 2016-2017 extension.pdf Certificiate of Insurance.pdf RFP-IT-13-01 - FiberNet.pdf File 16-299 Resolution.pdf BAF-CM-IT-Fiber Project IT16FR (7-26-16)- Agenda 16-299.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 9, 2016
Agenda Date: July 26, 2016
Prepared By: Robert Steele, Information Technology Manager
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
To approve a multi-year agreement with Danella Construction Corporation of Florida, Inc., to install fiber optic cable under the terms and conditions of the City of Palm Coast RFP-IT-13-01 in the amount of $164,505.75, pending FY 2017 budget approval; To approve a resolution to adjust the FY 2016 budget.

BACKGROUND:

The City previously constructed a fiber optic network that connects multiple government buildings throughout the City. This network is the primary communication system for several major facilities including City Hall, Waterfield Operations, Police Department, Fire Department, Sellers Wastewater Treatment Plant, Public Works, and Fleet.

Danella Construction Corporation of Florida, Inc. was engaged to design a redundant fiber optic

cable path from the Police Department to City Hall. Project #: IT16FR is in the FY 2016 Capital Improvement Plan with an estimated cost of $126,188. Danella Construction has completed the design and submitted a proposal for staff review. Additional funding is requested for FY 2016 in the amount of $6,500 to cover permit fees that were not included in the original estimated project cost. The additional $6,500 is requested to be transferred from the Information Technology Repair and Maintenance Account #: 001-1103-516-46-00 to the Information Technology Infrastructure Account #: 001-1103-516-63-00. The proposed FY 2017 budget contains $22,000 for completion of the connection including fiber termination and marking.

Once construction is complete, the fiber ring will provide a redundant network path that minimizes network disruption and ensures city operations would not be impacted by a cut in the fiber at any point on the network. The pricing within the proposal is based on the competitive bid between Danella Construction and the City of Palm Coast, RFP-IT-13-01.

Staff is recommending approval of the purchase and installation of the fiber optic cable from Danella Construction Corporation of Florida, Inc., under the terms and conditions of the agreement between Danella Construction and the City of Palm Coast. Estimated total cost of the multi-year project is $164,505.75.

STRATEGIC PLAN CONNECTION:

For the purposes of public safety and the sustainability of city services, it is vital that City personnel are able to stay in constant communication with each other and access network resources at all times. This proposal addresses all identified strategic issues and provides the ability to proactively address those related to the delivery of critical public services.

BUDGETARY IMPACT:

Budgeted	Yes but insufficient
Total Fiscal Year 2016 Impacts:	$142,505.75
Amount Requested	
Design & Permitting	$9,068.00 (P.O. #: 68167)
Construction	$126,937.75
Account Number	001-1103-516-63-00
Account Name	Infrastructure (Information Technology)
Permit Fees	$6,500.00
Pending Budget Transfer From:	
Account Number	001-1103-516-46-00
Account Name	Repair & Maintenance (Information Technology)
To:	
Account Number	001-1103-516-63-00
Account Name	Repair & Maintenance (Information Technology)
Source of Funds	Revenues

Fiscal Year 2017 Impacts:

Amount Requested	
Fiber Termination & Marking	$22,000.00
Account Number	001-1103-516-63-00
Account Name	Infrastructure (Information Technology)
Source of Funds	Revenues

Total Estimated Cost for Multi-Year Contract: $164,505.75 IT16FR

PREVIOUS ACTION:

RECOMMENDED MOTION:
To approve the multi-year agreement with Danella Construction Corporation of Florida, Inc., to install fiber optic cable under the terms and conditions of the City of Palm Coast RFP-IT-13-01 in the amount of $164,505.75, pending FY 2017 budget approval; To approve a resolution to adjust the FY 2016 budget.

Danella Construction Corporation of Florida Quote for:

City of Cocoa- Return path PD to City Hall 4/28/2016

Item #	*Police Department to City Hall return Path - design*	*Qty*	*Unit*	*Amount*	*Ext.*
1	Engineeringroute from Police Dept To City Hall	7068	Ft	$0.75	$5,301.00
2	Permit route from Police Dept To City Hall	7068	Ft	$0.25	$1,767.00
3	FEC Design Not to include permit fees	1500	Ft	$0.75	$1,125.00
4	FEC Permitting - Not to include permit fees	1500	Ft	$0.25	$375.00
5	PE Stamps (if required)	1	Ea	$500.00	$500.00
		Design Subtotal			**$9,068.00**

NOTE:

Does not include city county or railroad permit fees. All permit fees to be paid by city directly.
Rates based on City of Palm Coast Contract

Dan Howick
Manager
Danella Construction Corporation of Florida, Inc
581 Washburn Road Melbourne, Fl. 32934
321-259-6124
dhowick@danella.com

Danella Construction Corporation of Florida Quote for:

City of Cocoa- Return path PD to City Hall 7/6/2016

Item #	Police Department to City Hall return Path - Construction	Qty	Unit	Amount	Ext.
1	Furnish & Directional Bore (1) 2" Duct	7335	Ft	$12.00	$88,020.00
	Furnish & Directional Bore - add aditional 2" duct under railroad	215	Ft	$6.00	$1,290.00
2	Furnish & Install 24"x36"x18" handholes with 20k lids	12	Ea	$600.00	$7,200.00
3	Core bores	4	Ea	$100.00	$400.00
4	saw cut	200	sqft	$1.00	$200.00
5	Conc remo	150	Sqft	$3.50	$525.00
6	Conc replace	150	Sqft	$7.00	$1,050.00
7	Material - Conc	150	Sqft	$5.00	$750.00
8	asphalt remo	50	sqft	$2.50	$125.00
9	asphalt replace	50	sqft	$5.25	$262.50
10	material - asphalt	50	sqft	$5.00	$250.00
11	Install muletape - New	7335	Ft	$0.25	$1,833.75
13	Furnish & Install #12 tracer wire	7735	Ft	$0.35	$2,707.25
14	Furnish Install 144 Fiber optic cable to existing vaults in front of city hall & back of police -	8729	Ft	$2.50	$21,821.25
18	Material - ground rods	5	Ea	$36.00	$180.00
19	Labor (8am-5pm) - Testing Fiber After Install	8	Hr	$40.00	$320.00
		Construction Total			**$126,934.75**

NOTE:

Pricing is only vaild if direct awarded as a whole under palm coast contract piggyback
If project is bid out this propsal becomes null & void. A new proposal will be supplied with pricing specific to project and not palm coast contract rates.

Does not include city county or railroad permit fees. All permit fees to be paid by city directly.
Does not include terminating or splicing any 24 or 144 fiber.

Assumes existing conduit is usable & not damaged - starting at Fl & Orange st into city hall
Price does not include any rock adders in the event that rock is encountered in the process of boring.
Rates based on City of Palm Coast Contract

Dan Howick
Manager
Danella Construction Corporation of Florida, Inc
581 Washburn Road Melbourne, Fl. 32934
321-259-6124
dhowick@danella.com

CITY OF PALM COAST
SERVICES CONTRACT WITH DANELLA CONSTRUCTION OF FLORIDA FOR FIBERNET OSP OPERATIONS & MAINTENANCE (RFP-IT-13-01)

THIS CONTRACT made and entered into the 8th day of March, 2013 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Danella Construction of Florida
581 Washburn Road
Melbourne, Florida 32934

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Proposal and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – FiberNet OSP Operations and Maintenance.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)
Exhibit G -	Vendor Registration

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for FiberNet OSP Operations and Maintenance needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is three (3) years commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide FiberNet OSP Operations and Maintenance. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to 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 force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to 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 force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Dan Howick
Business Development Manager
Danella Construction of Florida
581 Washburn Road
Melbourne, Florida 32934
321-259-6124
dhowick@danella.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the

services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverage's.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final

payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

By: Whitney Frizzell

Date: 3/4/13

DANELLA CONSTRUCTION OF FLORIDA

By: _____
Authorized Corporate Officer

Date: 3-4-13

ATTEST:

By: _____
Virginia Smith, City Clerk

Date: 3/8/13

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

Date: 3/8/13

Approved by (Signature and date):

	2/20/13
	2/20/13
	3/8/13
	2/19/13

Responsible Department Director
City Finance
PCMD
City Attorney

EXHIBIT A
Description/Scope of Services

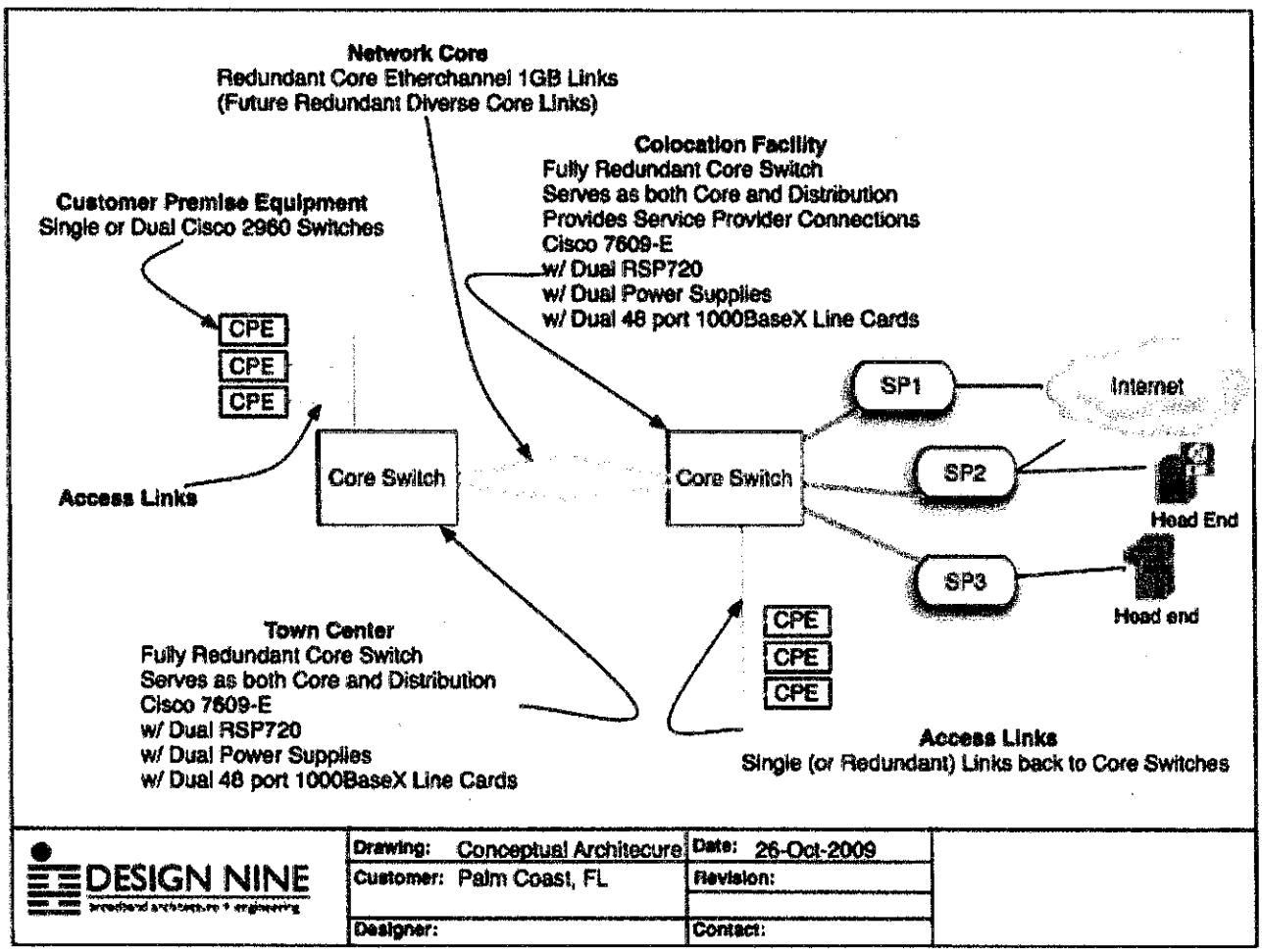
Palm Coast, Florida, currently has a fiber optic ring deployed throughout the community, consisting primarily of 288 count fiber cable.

This document defines the scope for Operations and Management for the physical infrastructure and will serve as a Request for Proposals (RFP) for Operations and Management of the FiberNet Network.

The initial section of this document should be considered informational and is provided to assist bidders in responding to the actual requirements.

This RFP may be awarded to more than one firm.

Palm Coast FiberNet



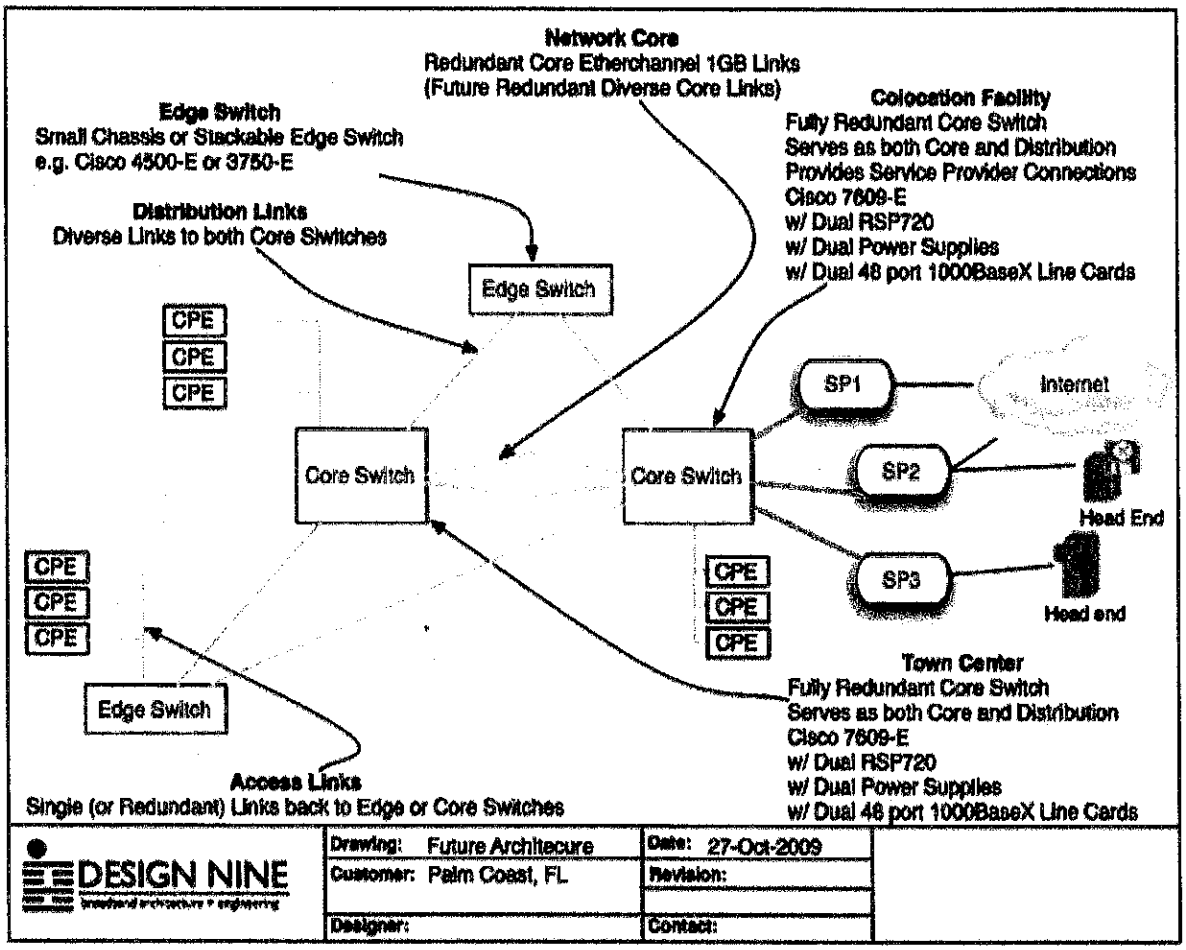
Network Core

The core network is an IP/MPLS Metro Ethernet core. IP (Internet Protocol) is the technology for providing the services. MPLS (Multi Protocol Label Switching) allows for the coexistence of multiple services in the network, while providing traffic engineering and fast-reroute capabilities (sub-50ms recovery in the case of network failure). Ethernet is used at the data-link layer, as it has emerged as a cost-effective technology for providing 1 Gigabit and 10 Gigabit services in a metropolitan environment.

The dual core environment for the Palm Coast FiberNET will consist of two fully redundant 7609-E chassis (dual power, dual control (RSP720), dual line cards). Links between the core switches shall be redundant fiber links. The current physical path between the two core switches will be a collapsed loop, but once construction on the diverse path is complete the redundant core links will be diverse path as well.

Distribution and Access Networks

During the pilot phase there is are no additional edge switches for distribution as the core switches will function as both core and distribution. However, the distribution and access network will be Metro Ethernet fiber drops using a pair of fiber per premise. Redundant paths from the core switches can be engineered if it is requested by a subscriber (but will require an additional CPE device at the customer premise).



Service Areas

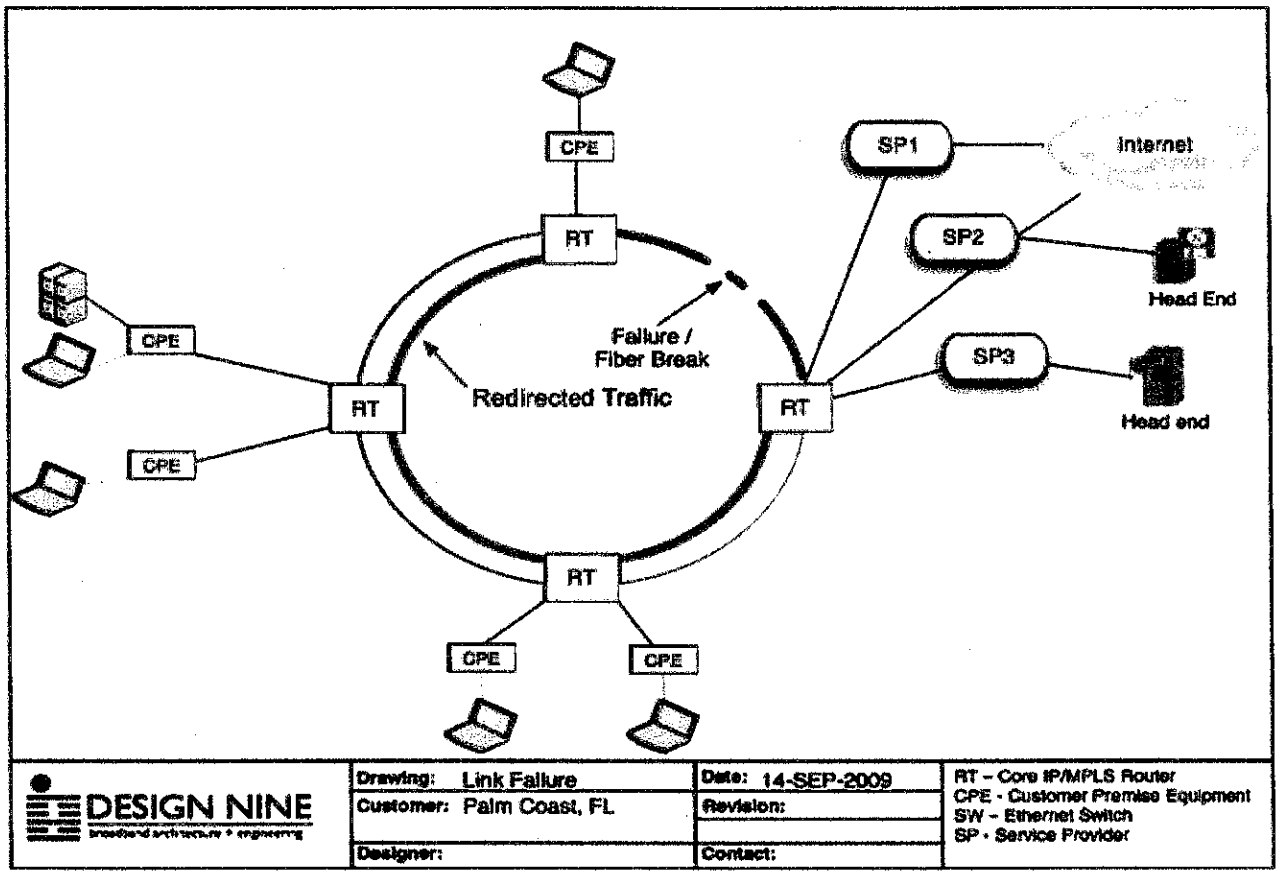
The network is designed in such a way that additional service areas could be added delivering business services, and that the network could be expanded support fiber-to-the-premise.

The City will continue to build the FiberNet to additional locations over time and would like to maintain a long-term relationship with the selected vendor to this RFP. However, the selected vendor shall not be considered an exclusive contractor of the City for fiber or other construction.

The Palm Coast network provides data communications to businesses and institutions. These services are critical to the business and safety of these organizations. Therefore, the network is designed in a fashion to provide resiliency in the case of network failure.

Core Network

The core network can suffer failure of core fiber cable, core switch failure (as well as failure of core switch facility), and core switch card failure.



Recovery from core fiber failure is handled by diverse fiber paths between core switches. The Palm Coast fiber network has been deployed in a ring fashion, allowing for diverse fiber switches. Therefore, each core switch should have, at a minimum, two core fiber interfaces, each following a different fiber path. During the network pilot, the fiber will be configured in a collapsed ring while the redundant path is being constructed.

In the case of fiber failure, core switch/facility failure, or uplink interface failure, it is unlikely that a change to the network topology will occur. In this case, each router in the network must decide alternative paths to forward traffic that would have normally been forwarded over the failed path.

As previously discussed, MPLS handles the convergence of the network after failure. The MPLS fast-reroute feature (FRR) allows the network to converge with 50 ms. This is accomplished by created standby LSP's between core switches following diverse paths that are utilized when failure occurs in the network.

MPLS differs from SONET APS in that it does not necessitate backup interfaces in order to provide network resiliency. When an MPLS-enabled router detects that a path has failed, it makes a forwarding decision on a per-hop basis as to whether it should send traffic over the primary or backup LSP.

For purposes of efficiency in traffic flow with an MPLS network, it is desirable to connect the core switches in a mesh topology as much as possible. In a smaller core network (<5 switches) this is irrelevant, but could become more desirable as the network grows in size. It is critical to include diverse fiber paths as much as possible when creating a meshed network.

Access Network

The access network – the connection between the customer site and the core switch location, typically has limited network resiliency. Typically, a location is served by a single fiber connection. Failure of this fiber connection, the customer's CPE, or the core switch to which the site is attached would cause loss of service to the customer.
This condition can be offset by providing multiple fiber connections into a customer site. It is a business decision whether to provide multiple fiber connections and/or diverse fiber paths into a customer site. Some options to provide network resiliency in the access network include:

- Multiple fiber connections – in this scenario, two pairs of fibers are connected into the customer's facility. They may or may not follow the same distribution fiber path to the core switch facility(s). They could connect to one or two CPE devices. This provides resiliency against distribution fiber failure (unless both pairs of fiber follow the same router), transceiver failure, core switch failure (if connected to diverse core switch facilities), or core switch card failure.
- Multiple CPE devices – in this scenario, two CPE devices are deployed at the customer site. It would require multiple fiber connections, and provides recovery if a CPE device fails.
- Multiple core switch connections – in this scenario, each pair of access fibers connects to different core switches (ideally following diverse fiber paths). This handles failure conditions of core routing facilities.

When network failure occurs, network protocols will attempt to handle the failover. The access network is deployed as a Layer 2 Ethernet network.

Outside O&M RFP Requirements

Interested Bidders
Respondents should provide the City with a description of their capabilities, qualifications, and references to maintain and operate a fiber optic network including inside plant maintenance, outside plant maintenance, and service restoration.

Oral Presentations
After preliminary evaluations are completed, a short list of qualified vendors may be invited to give an oral presentation. This presentation is optional at the discretion of the City. Vendors found to be non-responsive to the RFP will not be invited to give an oral

presentation. However, no proposal may be altered or enhanced during an oral presentation.

Scope of Work
The City of Palm Coast maintains point-to-point connectivity via fiber optic cable for wide area networks, at several points throughout the City. These locations include emergency services and public safety installations, such as Police and Fire Stations, where Palm Coast's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. The successful bidder or bidders will be required to provide first time consultation on each location prior to networking.

Work Orders
The City will issue Work Orders for new services, changes to existing services, and termination of existing services. Work Orders will be issued and agreed to on a "Fixed Fee Basis" or on a "Time and Materials Basis" which will contain a Not-to-Exceed amount.

Typical new service Work Orders will include mounting of hardware (patch panels, termination units) installing drop conduit and drop fiber, pulling drop fiber in existing conduit, pulling riser conduit and fiber, and any required fusion or mechanical splicing and termination necessary to provision a service from a Palm Coast FiberNet facility to an end user.

Other service orders may involve high count fiber optic splicing, backbone conduit and fiber installation, or other inside plant work. Moves, changes, or termination of service may require a work order for removing existing infrastructure or facilities.

Installation Requirements

Complete and Timely Installation
The vendor will be solely responsible for complete and timely installation of all proposed outside plant fiber optic cables and connectors. The City of Palm Coast reserves the right to bid out larger jobs as separate projects.

Cable Routing
Before the installation of any fiber optic cable, a Cable Routing Plan will be submitted to the City of Palm Coast's IT&C Department Operations Manager for approval.

Sites Left Clean
The vendor will complete the installation by leaving the site "clean." The vendor will make all necessary repairs to any asphalt, concrete, grass, etc. due to trenching, boring, and/or utility pole attachment.

Site Drawings
Before the work is approved for payment by the City of Palm Coast, the vendor will provide the City's IT&C Department Operations Manager with a set of professional legible drawings. Drawings should be accurately marked to indicate the following:

Routing of fiber optic cable
Depth of cable (buried)
Location of man holes and pull-boxes (hand holes)
Types of fiber optic cables
Location of splice cases
Location of slack loops (service loops)

Fiber Optic Testing
Upon completion of each fiber optic installation, the vendor must test all single mode fiber at 1310nm and 1550nm wavelengths. An Optical Time Domain Reflectometer (OTDR) equivalent to or better than the NetTest CMA4500 or CMA5000 must be used to test.

All test results must be submitted in both hard and soft copy form along with two (2) copies of as built drawings of the fiber optic cabling layout.

Attenuation should be less than the standards noted below. Any loss greater than the standards noted below must be approved by the City or repaired.

Optical Fiber Cable Type	Wavelength (nm)	Maximum Attenuation (dB/km)
Single mode inside plant cable	1310	1.0
	1500	1.0
Single mode outside plant cable	1310	0.5
	1500	0.5

Fiber Labeling
Upon completion of each network installation, the vendor will label all terminated optical fibers on both ends with a machine-generated label using a corresponding numbering and/or name scheme (both ends must have the same number).

Buried Cable Placement
The City makes a distinction between the 'Distribution Network' fiber optic cable and the 'Drop' fiber optic cable when it determines the requirements for cable placement. The 'Distribution Network' cable is typically in the public right of way and is a high count fiber. The 'Drop' cable is the fiber optic cable which runs directly into the customer premise and then connects to the 'Distribution Network' cable at a junction box.

Distribution Network
All fiber cables must be dielectric loose tube with a dry blocking agent.

All cables must be placed at a depth of thirty inches or greater.

All trenched or directional bored cable must have tracer wire placed along with the cable. Tracer wire must be number twelve gauge or larger and have a HMWPE covering.

All trenched and directional bored cable must include an inner-duct. The inner-duct must have a diameter of one and one quarter inches and manufactured of HDPE. The inner-duct will be orange in color for visibility.

All trenched cable will include a warning tape placed twelve inches above the actual depth of the cable.

All buried cables placed in public Right of Way must have a permit from the City of Palm Coast.

All buried cable locations must be submitted in GPS format to the IT&C Department.

Drop Cable
Vendor will work with City to determine the most cost effective method to install Drop cables.

Options will include the use of direct burial cable and micro trenching (slot cut) installation.

All Drop cable installation materials and methods must be approved by the City prior to installation.

When federal, state, city, or county requirements differ from those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994, adhere to governmental requirements only when they are more stringent than those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994.

Service Restoration
The City will issue Emergency Service Restoration Work Orders for restoration of services. It is expected that on a 24/7/365 basis, Emergency Service Restoration Work Orders will be responded to within 30 minutes of notification and staff will be on site within one (1) hour of the initial notification when warranted.

A service phone number must be available for 24-hour calling and an escalation procedure must be provided within the proposal response. The escalation procedure should include alarm monitoring capabilities with response times, provisioning and service order resolution, the trouble reporting method, first response time, call-out

procedures with contact names and telephone numbers, and any other relevant information.

Due to the redundant nature of the Palm Coast FiberNet, not all fiber cuts will require an emergency restoration and for all service restoration Work Orders, the City will attempt to have initial debugging completed, and for a major trunk failure will have priority assigned for cut fiber.

Service Restoration Work Orders may include emergency conduit repair, pulling fiber cable, and high count splicing.

Vendor Requirements
Vendor must have local, full-time employees who are qualified to provide technical support for fiber optic cable, splicing, and equipment and services purchased by the City from the vendor.

Adequate Staffing
Vendor shall have a fully staffed business office, which includes, at a minimum, one (1) person to answer service calls and operational questions and two (2) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the vendor. (In addition, the vendor must give the trouble escalation schedule in terms of who handles the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)

Full Service Coverage
Vendor agrees to provide normal service between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding City holidays. Vendor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means "resolving problems that occur that interfere with the normal operation of The City's business and the FiberNet network."

Timely Response
Vendor agrees to provide four (4) hour response time for normal service requirements during business hours and 30-minute acknowledgment, one (1) hour response (on-site), 24 hours a day, 7 days a week, for emergency restoration service.

Dispatch Number
Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week.

Qualified Employees/Technicians
Vendor must provide one or more on-staff employees who are BICSI RCDD (Registered Communications Distribution Designer) OSP Certified and/or have a minimum of ten (10) years experience with outside plant cabling, who are full-time employees and are based in or near Flagler County, with evidence of the certification and/or experience attached to the bid. Additional RCDD OSP Certified employees or years of experience

would be preferred but not required. Out of town consultants and employees will not qualify. These certifications will be verified.

Adequate Parts Inventory
Vendor must maintain a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract. The chosen vendor's spare parts inventory may be inspected at any time during the contract period for compliance. Failure to comply could cause forfeiture of the contract.

Work Eligibility for non US Citizens
Vendor shall provide proof of necessary employment eligibility verification for any non-US Citizen personnel.
Bidder must provide a copy of its City of Palm Coast Business License. And, as stated above, bidder must also provide a copy of its Florida State Contractor's License.

Warranty
All fiber optic cabling and connectors must include a guarantee of one (1) year on all labor and material.

Additions and Changes, Per-Hour Labor and Site Visit Charge
During the period of this contract, the City may require cable maintenance or moves on previously installed cable. Vendors should quote the per-hour labor charge on this type of service and minimum charge for a site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Service Out of Business Hours, Per-Hour Labor and Site Visit Charge
The City views police and fire installations as 24-hours-a-day, 7-days-a-week operations. Vendors should quote a per-hour labor charge for service outside of normal work hours, as well as a minimum charge per site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Claims for Extra Work
No claims for extra work will be allowed unless the same shall have been previously ordered by the City of Palm Coast in writing.

Competitive Pricing
The City expects to receive the lowest prices the vendor is charging other organizations purchasing similar quantities of cabling installation, service, and support. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace.

EXHIBIT B

Client#: 480 TOTALRISK

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2012

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

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

PRODUCER	CONTACT NAME:	
The Simkiss Agency, Inc. P. O. Box 1787 2 Paoli Office Park Paoli, PA 19301	PHONE (A/C, No, Ext): 610 727-5300	FAX (A/C, No): 610-727-5414
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amer Contractors Ins Co RRG	12300
INSURER B : ACIG Insurance Company	19984
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DANELLA COMPANIES, INC. et al
2290 BUTLER PIKE
PLYMOUTH MEETNG, PA 19462

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL12000005	06/01/2012	06/01/2013	EACH OCCURRENCE	$5,000,000
	X COMMERCIAL GENERAL LIABILITY			GL12X00005			DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$5,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			AL12000001	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC12000068	06/01/2012	06/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WC12000009 (NJ)			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC12000030 (DC, NY, MA, RI, WI)			E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

With respect to the acts and negligence of Danella Companies, Inc. etal and Danella Construction Corp. of FL, Inc., City of Palm Coast is included as additional insured with respect to the above General Liability policy.

CERTIFICATE HOLDER

City of Palm Coast
160 Cypress Point Parkway, Suite
B-106
Palm Coast, FL 32164

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

Brian C Block

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EXHIBIT C
DRAFT
WORK ORDER FORM

Not Applicable

WORK ORDER-SERVICES#_____

Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution #:_____

Vendor Name:	**Date:**
Address:	**Bid #:**
City, State & Zip:	**Project:** **Council Approval Date:**

Budgeted/Existing: _____ **New:** _____ **Continuing Service:**_____

Mail Invoices in duplicate to:

City of Palm Coast

_____ **Total Cost: $**_____

_____

Palm Coast, Florida 321___

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this_____day of _____, 20___, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____

_____
, Attesting Officer

Vendor

Officer with Corporate Signatory Authority

Date:_____

WITNESSES:

_____

Department Head approved RAP on _____.

CITY OF PALM COAST

Authorized Signatory

WORK ORDERS
TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.

- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.

- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.

- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.

- By accepting this WO, the Vendor accepts all the terms and conditions included herein.

- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.

- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.

- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.

- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.

- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.

This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.

- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

- The failure of the City to enforce any provision of this WO, 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 force.

Attachment P
Americans with Disabilities Act Affidavit

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Danella Construction

Signature: _____

Printed Name: Dan Howick

Title: Business Development Manager

Date: 12/27/12

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 27 day of December 2012, by Daniel J. Howick of Danella Construction Corp. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Michele M. Straney
Print name Michele M Straney
Notary Public in and for the County
and State Aforementioned

My commission expires: _____

MICHELE M. STRANEY
Notary Public - State of Florida
My Comm. Expires Jun 26, 2013
Commission # DD 869307
Bonded Through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT E

Price Proposal Form

Revised per Addendum 2

Item	Description	Price
1	Single mode Outdoor 12 strand fiber optic cable (per ft installed)	$ 1.35
2	Cost per foot not installed	$ .31
3	Single mode Outdoor 24 strand fiber optic cable (per ft installed)	$ 1.44
4	Cost per foot not installed	$ .38
5	Single mode Outdoor 48 strand fiber optic cable (per ft installed)	$ 1.64
6	Cost per foot not installed	$ .58
7	Single mode Outdoor 96 strand fiber optic cable (per ft installed)	$ 2.09
8	Cost per foot not installed	$ 1.03
9	Single mode Outdoor 144 strand fiber optic cable (per ft installed)	$ 2.50
10	Cost per foot not installed	$ 1.48
11	Single mode Outdoor 288 strand fiber optic cable (per ft installed)	$ 3.86
12	Cost per foot not installed	$ 2.78
13a	Trench 36" - Machine (per ft) including 2" duct	$ 4.45
13b	Trench 36" - Machine (per ft) including 4" duct	$ 6.66
14a	Trench 36" – Hand Dig (per ft) including 2" duct	$ 5.50
14b	Trench 36" – Hand Dig (per ft) including 4" duct	$ 7.66
15	Directional Bore 2" (per ft)	$ 12.00
16	Directional Bore 4" (per ft)	$ 14.35
17	Directional Bore 6" (per ft)	$ 16.00
18	Core Bore Structure (each bore)	$ 100.00
19	Tracer wire 12 GA w/ HMWPE covering (per ft. installed)	$ .35
20	Warning tape (per reel)	$ 50.00
21	Pull Box (hand hole) 24X36X18 load bearing (20k lid), installed (each)	$ 600.00

Item	Description	Price
22	Pull Box (hand hole) 36X24X36 load bearing (20k lid), installed (each)	$ 750.00
23	Saw cut concrete or asphalt (per ft)	$ 1.00
24	Asphalt removal & disposal 4" depth (per sq. ft)	$ 2.50
25	Asphalt removal & disposal additional 3" depth (per sq. ft)	$ 1.50
26	Asphalt replacement – Labor Only (per sq. ft)	$ 5.25
27	Concrete removal & disposal 5"-6" depth (per sq. ft)	$ 3.50
28	Concrete removal & disposal additional 2" depth (per sq. ft)	$ 1.50
29	Concrete replacement – Labor Only (per sq. ft)	$ 7.00
30	Ground Wire 6GA 500' (per reel)	$ 220.00
31	Remove and Replace Access Loop for New/Existing Splice Case	$ 150.00
32	Mid-Sheath Fiber Entry (each location)	$ 350.00
33	Install New Splice Case and Place Cables – Buried (each location)	$ 250.00
34	Re-enter Splice Case and Place Cable (each location)	$ 150.00
35	Splice 1-24 Optical Fibers	$ 30.00
36	Splice 25-96 Optical Fibers	$ 18.00
37	Splice 97-288 Optical Fibers	$ 15.00
38a	Splice Case (each) - runt	$ 169.20
38b	Splice Case (each) - 6.5" x 22"	$ 388.92
38c	Splice Case (each) - 8.5" x 22"	$ 706.20
39	Other charges. Other charges include per-hour labor and site visit charges for service as follows:	$
40	Labor per hour per person, normal business day 8am-5pm (M-F)	$ 40.00
41	Labor per hour per person, after business hours	$ 75.00
42	Labor per hour per person, Holiday	$ 75.00
43	Site visit minimum charge, normal business hours 8am-5pm (M-F)	$ 75.00
44	Site visit minimum charge, after business hours	$ 350.00

Item	Description	Price
45	Site visit minimum charge, Holiday	$ 350.00
46	Backhoe with Operator, normal business hours 8am-5pm (M-F) per hour	$ 107.90
47	Backhoe with Operator, after business hours (per hour)	$ 135.45
48	Backhoe with Operator, Holiday (per hour)	$ 135.45
49	City right of Way Permit (per ft)	$ .25
50	Job Design per ft (3500 ft minimum to include access and maintenance loops) Price will include drawings delivered and retrieved from MLGW, obtain City Right of Way Permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	$ .75
51a	Splice Trays - 6 fiber strand capacity	$ 55.00
51b	Splice Trays - 12 fiber strand capacity	$ 55.00
51c	Splice Trays - 24 fiber strand capacity	$ 55.00
51d	Splice Trays - 48 fiber strand capacity	$ 55.00
Total of Line Items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50		$ 2352.75

Total (in words): $ Two thousand fifty two dollars and seventy five cents

Please fill out the Price Proposal form in its entirety. Please note that the cost proposal will only be scored on line items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50 (highlighted in yellow).

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Purchasing & Contract Management Division

March 15, 2016

Mr. Dan Howick
Business Development Manager
Danella Construction of Florida
581 Washburn Road
Melbourne, Florida 32934

Dear Mr. Howick:

Attached is your copy of the **Contract for Fibernet OSP Operations & Maintenance** between your company Danella Construction of Florida and the City of Palm Coast, which was fully executed March 9th, 2016.

If you have any questions, please call me at 386-986-2367 or Dianne Torino, Manager of Risk and Contracts at 386-986-2339.

Sincerely,

Peg Wishneski

Peg Wishneski, Staff Asst.
Risk Management & Contracts

PAW:pw
Encls.

160 LAKE AVENUE • PALM COAST, FLORIDA • 32164
TELEPHONE: 386-986-3730 • FAX: 386-986-3724

Purchasing & Contract Management Division

February 29, 2016

Mr. Dan Howick
Business Development Manager
Danella Construction of Florida
581 Washburn Road
Melbourne, Florida 32934

Re: Contract for Fibernet OSP Operations & Maintenance Dated March 8, 2013

Dear Mr. Howick:

Section 11 of the above Contract allows for two additional one-year terms following the initial term which ends on March 7, 2016; this is the first one-year renewal option that the City wishes to exercise. If you are in agreement to renew the Contract for an additional year at the same original terms and conditions, please have this renewal letter signed and witnessed where indicated and return it to my attention at the address listed on the enclosed business card. Once the letter is fully executed, I will send a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast,160 Lake Avenue, Palm Coast, Florida 32164 or emailed to ap@palmcoastgov.com.

Legal notices should be sent to the attention of the City Manager at the same above listed address.

If you should have any questions, please don't hesitate to contact me.

Sincerely,

Dianne E. Torino, RMPE
Manager, Risk & Contracts

DT:dt
Encls.

CITY OF PALM COAST

Signature

Jim Landon
Print Name

3/9/16
Date

DANELLA CONSTRUCTION OF FLORIDA

Signature

DANIEL J. HOWICK
Print Name

3/4/16
Date

WITNESS/ATTEST:

Virginia Smith, City Clerk

WITNESS/ATTEST:

Whitney Critzer

3/7/16 Department Head

3/8/16 Finance Director

3/7/16 Purchasing & Contracts

160 LAKE AVENUE • PALM COAST, FLORIDA • 32164
TELEPHONE: 386-986-3730 • FAX: 386-986-3724

Client#: 480 TOTALRISK

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2016

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

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

PRODUCER The Simkiss Agency, Inc. P. O. Box 1787 2 Paoli Office Park Paoli, PA 19301	CONTACT NAME: P. Bowers PHONE (A/C, No, Ext): 610 727-5300 FAX (A/C, No): 610-727-5414 E-MAIL ADDRESS:
INSURED DANELLA COMPANIES, INC. 2290 BUTLER PIKE PLYMOUTH MEETNG, PA 19462	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amer Contractors Ins Co RRG — 12300 INSURER B : ACIG Insurance Company — 19984 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL16A00008	06/01/2016	06/01/2017	EACH OCCURRENCE	$5,000,000
A	[X] COMMERCIAL GENERAL LIABILITY			GL16B00008	06/01/2016	06/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
A	[ ] CLAIMS-MADE [X] OCCUR			GL16C00008	06/01/2016	06/01/2017	MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$5,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			AL16000001	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	[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)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			XS16D00008	06/01/2016	06/01/2017	EACH OCCURRENCE	$5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			(GL XS)			AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000009616	06/01/2016	06/01/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A		WCA000005216	06/01/2016	06/01/2017	E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000000616	06/01/2016	06/01/2017	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

With respect to the acts and negligence of Danella Companies, Inc., et al and Danella Construction Corp. of FL, Inc., City of Cocoa is included as additional insured with respect to the above General Liability policy, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
Attn: Robert Steele
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

Brian C Block

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The ACORD name and logo are registered marks of ACORD

AD

Project Manual

RFP-IT-13-01
Information Technology
RFP-IT-13-01 - FiberNet OSP Operations and Maintenance

Due Date: January 3, 2013 at 2:00pm

Please be advised that if you download the following Request for Proposals we ask that you complete the Plan Holders form (page 1 of the **"View Bid Details"** PDF under this solicitation on the City of Palm Coast website) and e-mail it to dklages@palmcoastgov.com or fax it to 386-986-3724 in order to be added to the Plan Holders list.

Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City's website: palmcoastgov.com/government/departments/purchasing.

The acknowledgement page of all addenda must be submitted with the Proposal. Please see the **"Required Submittals Packet"**, which is posted on the City's website under this solicitation, for instructions.

Confidential Materials: Any materials that qualify as "trade secrets" shall be segregated and clearly labeled in order not to be considered Public Record.

InfoAlert: Please note that you can be notified of upcoming solicitations via e-mail by signing up for InfoAlert and selecting "Purchasing ITB, RFP, RFP" on the Edit My Alerts tab from the following link: http://infoalert.palmcoastgov.com/login.aspx.

If you have any questions, please contact Brian Rothwell or David Klages at 386-986-3730.

City of Palm Coast
Purchasing & Contracts Management Division
160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164
palmcoastgov.com/government/departments/purchasing

Submit Proposal To: City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	**RFP-IT-13-01** **FiberNet OSP** **Operations and Maintenance**
Pre-Bid Date: N/A **Pre-Bid Time:** N/A **RFP Due Date:** January 3, 2013 **RFP Due Time:** 2:00pm	**Location of Public Opening:** City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164
Bidder's Name:	**Federal Employer ID Number or SS Number:**
Business Address: **City:** **State:** **Zip:**	**If returning as "No Submittal", please return only this page and state why:**
Type of Entity: ***(Circle one)*** Corporation Partnership LLC Proprietorship Joint Venture Other	**Name (printed):** **Title:** **Date:**
Incorporated in the State of: **Telephone Number:** **Toll Free Telephone Number:** **Fax Number:** **E-mail:**	**X**_____ **Authorized Signature**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements. The Applicant agrees and understands that, if awarded, all portions of the submitted proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Section 1
General Description of Services

Palm Coast, Florida – FiberNet Overview

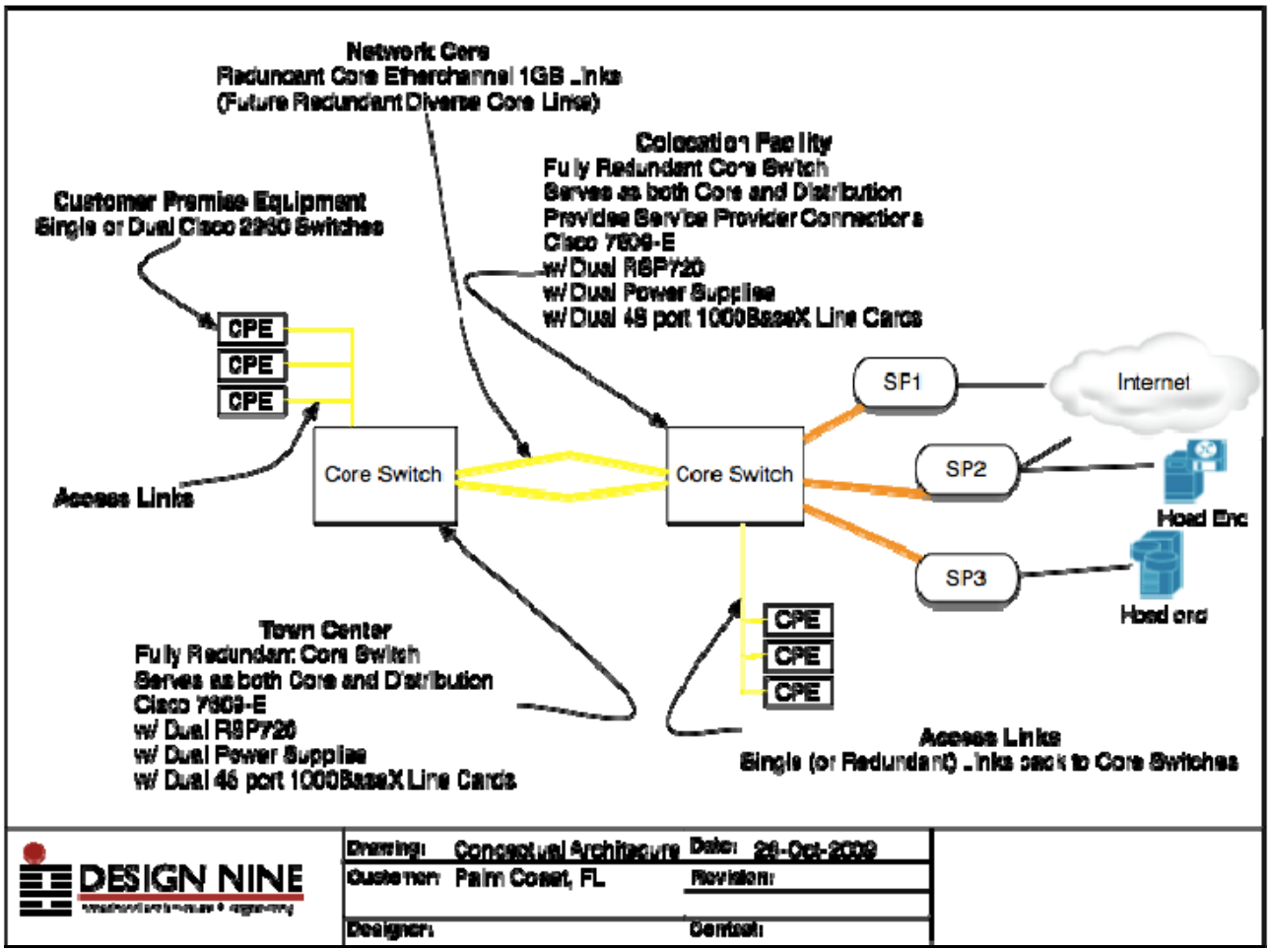
Palm Coast, Florida, currently has a fiber optic ring deployed throughout the community, consisting primarily of 288 count fiber cable.

This document defines the scope for Operations and Management for the physical infrastructure and will serve as a Request for Proposals (RFP) for Operations and Management of the FiberNet Network.

The initial section of this document should be considered informational and is provided to assist bidders in responding to the actual requirements.

This RFP may be awarded to more than one firm.

Palm Coast FiberNet



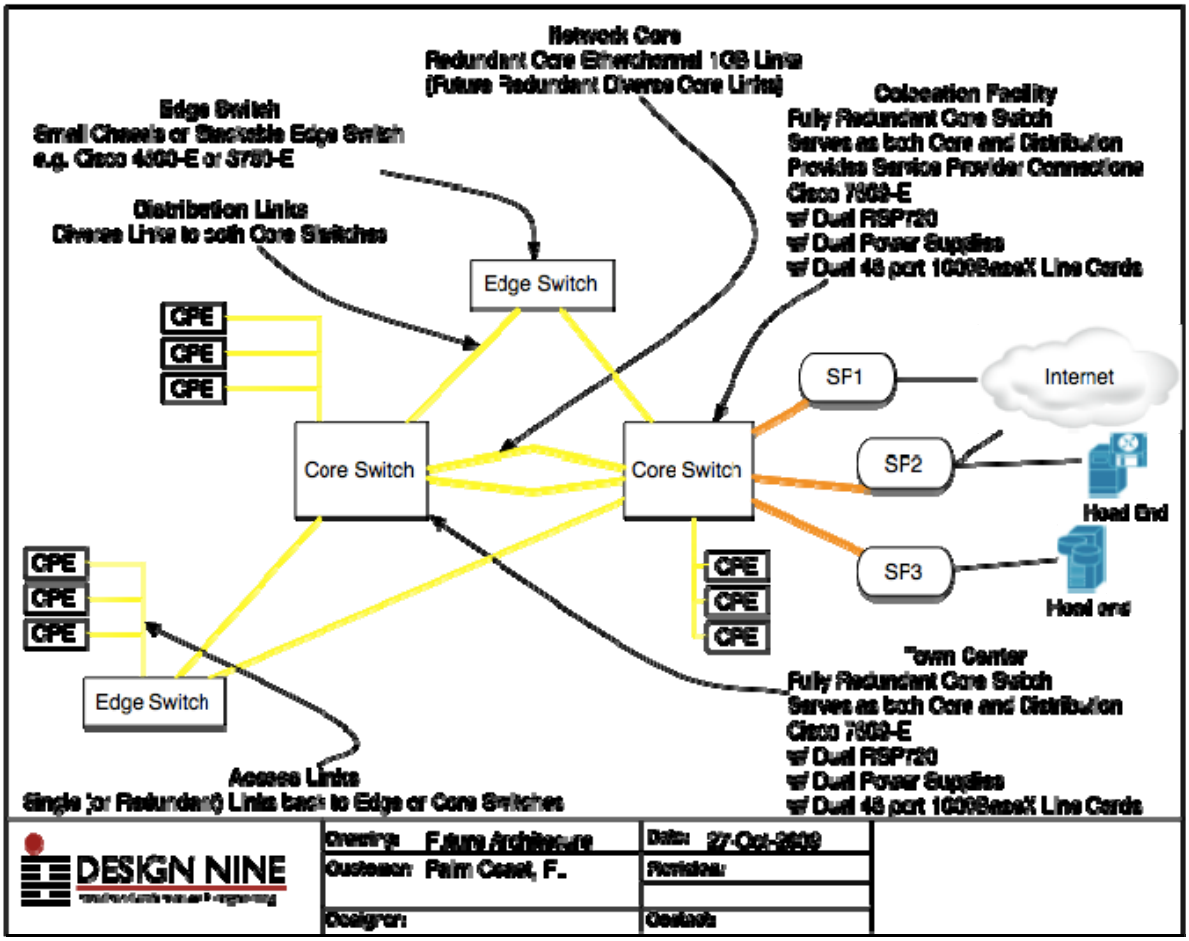
Network Core

The core network is an IP/MPLS Metro Ethernet core. IP (Internet Protocol) is the technology for providing the services. MPLS (Multi Protocol Label Switching) allows for the coexistence of multiple services in the network, while providing traffic engineering and fast-reroute capabilities (sub-50ms recovery in the case of network failure). Ethernet is used at the data-link layer, as it has emerged as a cost-effective technology for providing 1 Gigabit and 10 Gigabit services in a metropolitan environment.

The dual core environment for the Palm Coast FiberNET will consist of two fully redundant 7609-E chassis (dual power, dual control (RSP720), dual line cards). Links between the core switches shall be redundant fiber links. The current physical path between the two core switches will be a collapsed loop, but once construction on the diverse path is complete the redundant core links will be diverse path as well.

Distribution and Access Networks

During the pilot phase there is are no additional edge switches for distribution as the core switches will function as both core and distribution. However, the distribution and access network will be Metro Ethernet fiber drops using a pair of fiber per premise. Redundant paths from the core switches can be engineered if it is requested by a subscriber (but will require an additional CPE device at the customer premise).



Service Areas

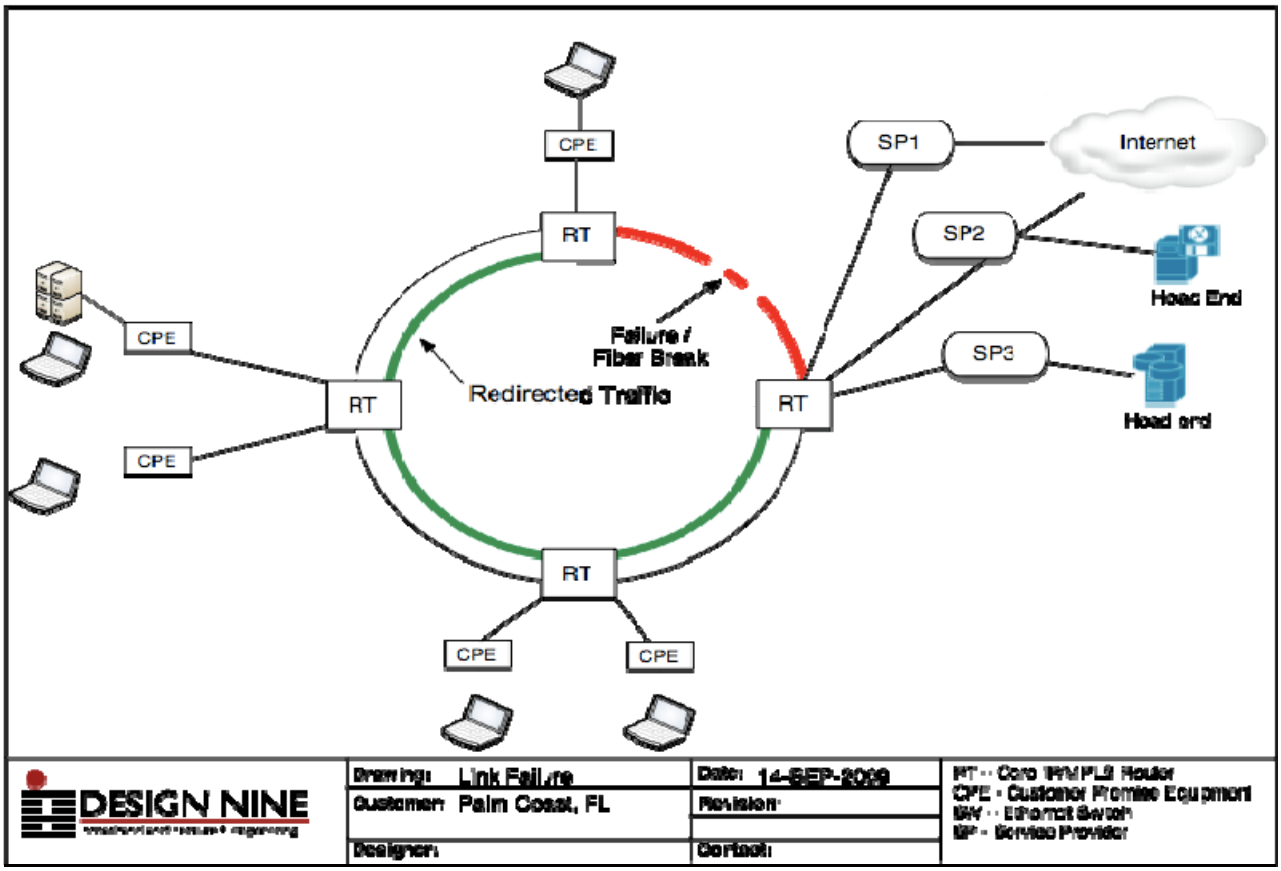
The network is designed in such a way that additional service areas could be added delivering business services, and that the network could be expanded support fiber-to-the-premise.

The City will continue to build the FiberNet to additional locations over time and would like to maintain a long-term relationship with the selected vendor to this RFP. However, the selected vendor shall not be considered an exclusive contractor of the City for fiber or other construction.

The Palm Coast network provides data communications to businesses and institutions. These services are critical to the business and safety of these organizations. Therefore, the network is designed in a fashion to provide resiliency in the case of network failure.

Core Network

The core network can suffer failure of core fiber cable, core switch failure (as well as failure of core switch facility), and core switch card failure.



Recovery from core fiber failure is handled by diverse fiber paths between core switches. The Palm Coast fiber network has been deployed in a ring fashion, allowing for diverse fiber switches. Therefore, each core switch should have, at a minimum, two core fiber interfaces, each following a different fiber path. During the network pilot, the fiber will be configured in a collapsed ring while the redundant path is being constructed.

In the case of fiber failure, core switch/facility failure, or uplink interface failure, it is unlikely that a change to the network topology will occur. In this case, each router in the network must decide alternative paths to forward traffic that would have normally been forwarded over the failed path.

As previously discussed, MPLS handles the convergence of the network after failure. The MPLS fast-reroute feature (FRR) allows the network to converge with 50 ms. This is accomplished by created standby LSP's between core switches following diverse paths that are utilized when failure occurs in the network.

MPLS differs from SONET APS in that it does not necessitate backup interfaces in order to provide network resiliency. When an MPLS-enabled router detects that a path has failed, it makes a forwarding decision on a per-hop basis as to whether it should send traffic over the primary or backup LSP.

For purposes of efficiency in traffic flow with an MPLS network, it is desirable to connect the core switches in a mesh topology as much as possible. In a smaller core network (<5 switches) this is irrelevant, but could become more desirable as the network grows in size. It is critical to include diverse fiber paths as much as possible when creating a meshed network.

Access Network

The access network – the connection between the customer site and the core switch location, typically has limited network resiliency. Typically, a location is served by a single fiber connection. Failure of this fiber connection, the customer's CPE, or the core switch to which the site is attached would cause loss of service to the customer.

This condition can be offset by providing multiple fiber connections into a customer site. It is a business decision whether to provide multiple fiber connections and/or diverse fiber paths into a customer site. Some options to provide network resiliency in the access network include:

A. Multiple fiber connections – in this scenario, two pairs of fibers are connected into the customer's facility. They may or may not follow the same distribution fiber path to the core switch facility(s). They could connect to one or two CPE devices. This provides resiliency against distribution fiber failure (unless both pairs of fiber follow the same router), transceiver failure, core switch failure (if connected to diverse core switch facilities), or core switch card failure.

B. Multiple CPE devices – in this scenario, two CPE devices are deployed at the customer site. It would require multiple fiber connections, and provides recovery if a CPE device fails.

C. Multiple core switch connections – in this scenario, each pair of access fibers connects to different core switches (ideally following diverse fiber paths). This handles failure conditions of core routing facilities.

When network failure occurs, network protocols will attempt to handle the failover. The access network is deployed as a Layer 2 Ethernet network.

Outside O&M RFP Requirements

Interested Bidders

Respondents should provide the City with a description of their capabilities, qualifications, and references to maintain and operate a fiber optic network including inside plant maintenance, outside plant maintenance, and service restoration.

Oral Presentations

After preliminary evaluations are completed, a short list of qualified vendors may be invited to give an oral presentation. This presentation is optional at the discretion of the City. Vendors found to be non-responsive to the RFP will not be invited to give an oral presentation. However, no proposal may be altered or enhanced during an oral presentation.

Scope of Work

The City of Palm Coast maintains point-to-point connectivity via fiber optic cable for wide area networks, at several points throughout the City. These locations include emergency services and public safety installations, such as Police and Fire Stations, where Palm Coast's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. The successful bidder or bidders will be required to provide first time consultation on each location prior to networking.

Work Orders

The City will issue Work Orders for new services, changes to existing services, and termination of existing services. Work Orders will be issued and agreed to on a "Fixed Fee Basis" or on a "Time and Materials Basis" which will contain a Not-to-Exceed amount.

Typical new service Work Orders will include mounting of hardware (patch panels, termination units) installing drop conduit and drop fiber, pulling drop fiber in existing conduit, pulling riser conduit and fiber, and any required fusion or mechanical splicing and termination necessary to provision a service from a Palm Coast FiberNet facility to an end user.

Other service orders may involve high count fiber optic splicing, backbone conduit and fiber installation, or other inside plant work. Moves, changes, or termination of service may require a work order for removing existing infrastructure or facilities.

Installation Requirements

Complete and Timely Installation
The vendor will be solely responsible for complete and timely installation of all proposed outside plant fiber optic cables and connectors. The City of Palm Coast reserves the right to bid out larger jobs as separate projects.

Cable Routing
Before the installation of any fiber optic cable, a Cable Routing Plan will be submitted to the City of Palm Coast's IT&C Department Operations Manager for approval.

Sites Left Clean
The vendor will complete the installation by leaving the site "clean." The vendor will make all necessary repairs to any asphalt, concrete, grass, etc. due to trenching, boring, and/or utility pole attachment.

Site Drawings
Before the work is approved for payment by the City of Palm Coast, the vendor will provide the City's IT&C Department Operations Manager with a set of professional legible drawings. Drawings should be accurately marked to indicate the following:

Routing of fiber optic cable
Depth of cable (buried)
Location of man holes and pull-boxes (hand holes)
Types of fiber optic cables
Location of splice cases
Location of slack loops (service loops)

Fiber Optic Testing
Upon completion of each fiber optic installation, the vendor must test all single mode fiber at 1310nm and 1550nm wavelengths. An Optical Time Domain Reflectometer (OTDR) equivalent to or better than the NetTest CMA4500 or CMA5000 must be used to test.

All test results must be submitted in both hard and soft copy form along with two (2) copies of as built drawings of the fiber optic cabling layout.

Attenuation should be less than the standards noted below. Any loss greater than the standards noted below must be approved by the City or repaired.

Optical Fiber Cable Type	Wavelength (nm)	Maximum Attenuation (dB/km)
Single mode inside plant cable	1310	1.0
	1500	1.0
Single mode outside plant cable	1310	0.5
	1500	0.5

Fiber Labeling
Upon completion of each network installation, the vendor will label all terminated optical fibers on both ends with a machine-generated label using a corresponding numbering and/or name scheme (both ends must have the same number).

Buried Cable Placement
The City makes a distinction between the 'Distribution Network' fiber optic cable and the 'Drop' fiber optic cable when it determines the requirements for cable placement. The 'Distribution Network' cable is typically in the public right of way and is a high count fiber. The 'Drop' cable is the fiber optic cable which runs directly into the customer premise and then connects to the 'Distribution Network' cable at a junction box.

Distribution Network
All fiber cables must be dielectric loose tube with a dry blocking agent.

All cables must be placed at a depth of thirty inches or greater.

All trenched or directional bored cable must have tracer wire placed along with the cable. Tracer wire must be number twelve gauge or larger and have a HMWPE covering.

All trenched and directional bored cable must include an inner-duct. The inner-duct must have a diameter of one and one quarter inches and manufactured of HDPE. The inner-duct will be orange in color for visibility.

All trenched cable will include a warning tape placed twelve inches above the actual depth of the cable.

All buried cables placed in public Right of Way must have a permit from the City of Palm Coast.

All buried cable locations must be submitted in GPS format to the IT&C Department.

Drop Cable
Vendor will work with City to determine the most cost effective method to install Drop cables.

Options will include the use of direct burial cable and micro trenching (slot cut) installation.

All Drop cable installation materials and methods must be approved by the City prior to installation.

When federal, state, city, or county requirements differ from those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994, adhere to governmental requirements only when they are more stringent than those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994.

Service Restoration
The City will issue Emergency Service Restoration Work Orders for restoration of services. It is expected that on a 24/7/365 basis, Emergency Service Restoration Work Orders will be responded to within 30 minutes of notification and staff will be on site within one (1) hour of the initial notification when warranted.

A service phone number must be available for 24-hour calling and an escalation procedure must be provided within the proposal response. The escalation procedure should include alarm monitoring capabilities with response times, provisioning and service order resolution, the trouble reporting method, first response time, call-out procedures with contact names and telephone numbers, and any other relevant information.

Due to the redundant nature of the Palm Coast FiberNet, not all fiber cuts will require an emergency restoration and for all service restoration Work Orders, the City will attempt to have initial debugging completed, and for a major trunk failure will have priority assigned for cut fiber.

Service Restoration Work Orders may include emergency conduit repair, pulling fiber cable, and high count splicing.

Vendor Requirements
Vendor must have local, full-time employees who are qualified to provide technical support for fiber optic cable, splicing, and equipment and services purchased by the City from the vendor.

Adequate Staffing
Vendor shall have a fully staffed business office, which includes, at a minimum, one (1) person to answer service calls and operational questions and two (2) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the vendor. (In addition, the vendor must give the trouble escalation schedule in terms of who handles the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)

Full Service Coverage
Vendor agrees to provide normal service between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding City holidays. Vendor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means “resolving problems that occur that interfere with the normal operation of The City’s business and the FiberNet network.”

Timely Response
Vendor agrees to provide four (4) hour response time for normal service requirements during business hours and 30-minute acknowledgment, one (1) hour response (on-site), 24 hours a day, 7 days a week, for emergency restoration service.

Dispatch Number
Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week.

Qualified Employees/Technicians
Vendor must provide one or more on-staff employees who are BICSI RCDD (Registered Communications Distribution Designer) OSP Certified and/or have a minimum of ten (10) years experience with outside plant cabling, who are full-time employees and are based in or near Flagler County, with evidence of the certification and/or experience attached to the bid. Additional RCDD OSP Certified employees or years of experience would be preferred but not required. Out of town consultants and employees will not qualify. These certifications will be verified.

Adequate Parts Inventory
Vendor must maintain a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract. The chosen vendor’s spare parts inventory may be inspected at any time during the contract period for compliance. Failure to comply could cause forfeiture of the contract.

Work Eligibility for non US Citizens
Vendor shall provide proof of necessary employment eligibility verification for any non-US Citizen personnel. Bidder must provide a copy of its City of Palm Coast Business License. And, as stated above, bidder must also provide a copy of its Florida State Contractor’s License.

Warranty
All fiber optic cabling and connectors must include a guarantee of one (1) year on all labor and material.

Additions and Changes, Per-Hour Labor and Site Visit Charge
During the period of this contract, the City may require cable maintenance or moves on previously installed cable. Vendors should quote the per-hour labor charge on this type of service and minimum charge for a site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Service Out of Business Hours, Per-Hour Labor and Site Visit Charge
The City views police and fire installations as 24-hours-a-day, 7-days-a-week operations. Vendors should quote a per-hour labor charge for service outside of normal work hours, as well as a minimum charge per site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Claims for Extra Work
No claims for extra work will be allowed unless the same shall have been previously ordered by the City of Palm Coast in writing.

Competitive Pricing
The City expects to receive the lowest prices the vendor is charging other organizations purchasing similar quantities of cabling installation, service, and support. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace.

Section 2 -
General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Applicants (Proposers) are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members other than the noted contact person(s) regarding this Request for Proposals (RFP) at any time prior to the RFP having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of your RFP submittal.

PUBLIC OPENING: RFP submittals shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 by the specified time and date. The RFP submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Rothwell at 386-986-3771 or at brothwell@palmcoastgov.com at least 48 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

PROPOSAL SUBMISSION AND WITHDRAWAL: The City shall receive RFP submittals at the above address. The outside of the envelope/container must be identified with the RFP number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the RFP submittal in the Purchasing & Contracts Management Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the RFP submittal.

CONFIDENTIAL MATERIALS: Any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.

RFP submittals received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the reception desk shall serve as the official authority to determine lateness of any RFP submittal.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered RFP submittals prior to the deadline set for receiving RFP submittals. Telephone confirmation of timely receipt of the RFP submittal may be made by calling (386) 986-3730, before the 2:00 deadline.

Proposers shall submit **two (2) COMPLETE SETS** (one [1] paper version and one [1] electronic copy (CD)) of the RFP submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the paper version and should be one complete file (PDF preferred), not a series of files. The Proposer may submit the RFP submittal in person or by mail.

Proposers may withdraw their RFP submittals by notifying the City in writing at any time prior to the time set for the RFP deadline. Proposers may withdraw their RFP submittals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the RFP submittal. RFP submittals, once opened, become the property of the City and will not be returned to the Proposers.

No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City. At the time of opening and upon review of the RFP submittals, the City reserves the right to request all required forms/attachments **(other than the pricing form and issued addenda)** that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their RFP submittal to be considered valid.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Purchasing & Contracts Management Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the City Purchasing & Contracts Management Division at least ten (10) business days prior to the due date. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this RFP. All inquiries shall be directed to Brian Rothwell at Telephone No. 386-986-3771, Fax No. 386-986-3724 or brothwell@palmcoastgov.com. **Oral statements given before the Proposal Due Date will not be binding.**

ADDENDA: Should revisions to the RFP documents become necessary; the City shall post addenda information on the City's Web Site. All Proposers should check the City's Web Site or contact the City's Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the RFP submittal as unresponsive. Proposer shall sign, date, and return all addenda with their RFP submittal. Addenda information will be posted on the City's website at www.palmcoastgov.com/government/departments/purchasing. **It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.**

SELECTION PROCESS AND AWARD: All RFP submittals will be evaluated by City staff in accordance with the criteria set forth in the RFP documents. The City may conduct interviews/presentations as part of the evaluation process. The City shall not be liable for any costs incurred by the Proposer in connection with such presentations.

The City anticipates award to the Proposer who submits the RFP submittal judged by the City to be the most advantageous and offers the best value to the City. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City reserves the right to reject all RFP submittals, to waive any formalities, and to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their RFP submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF RFP SUBMITTAL INFORMATION: Any Proposer that submits in his/her RFP submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFP submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties on the City's Web Page (www.palmcoastgov.com/government/departments/purchasing) prior to submission through the appropriate approval process.

RFP PROTEST: RFP protests arising under the City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract RFP Protest procedures.

A Proposer may protest matters involving the award of this contract within three (3) business days from the posting of the recommendation to award. Failure to protest to the City's Purchasing Manager shall constitute a waiver of protest proceedings.

Any decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Purchasing Manager's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after receiving, RFP submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Proposer warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Proposer, to solicit or secure this Agreement and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, wtihout liablity, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the RFP submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever materials or Equipment are specified or described in the specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted

by the City if sufficient information is submitted by Proposer to allow the City to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Proposer. If Proposer wishes to furnish or use a substitute item of material or equipment, Proposer shall indicate this action within this solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Proposer is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Proposers affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. City may require Proposer to furnish, at Proposer's expense, additional data about the proposed substitute.

City shall be the sole judge of acceptability, and no substitute shall be ordered without the City's acceptance. However, City reserves the right to reject any proposed substitute which would result in an increase in contract price and the City may require Proposer to furnish at Proposer's expense a special performance guarantee or other surety with respect to any substitute. If approval is given, Proposer shall not be excused from performing in conformity with the requirements of the contract documents.

Proposer assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the contract documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFP submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this RFP if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP documents are the only conditions applicable to this RFP submittal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

TECHNICAL ACCEPTABILITY OF TRADE NAME PROPOSED: If offering other than the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your Proposal. The City shall determine if the brands offered are technically acceptable. Failure to comply may result in the rejection of your RFP submittal. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the RFP submittal, regardless of the cost to the Proposer.

DELIVERY: Delivery will be determined by the City.

PURCHASING CODE: The Purchasing & Contracts Management Division Procedures apply in its entirety with respect to this Request for Proposals.

AFFIRMATION: By submission of an RFP submittal, Proposer affirms that his/her RFP submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposals and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP submittals having erasures or corrections must be initialed in ink by the Proposer.

DISPROPOSAL OF PROPOSER: More than one RFP submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one RFP submittal will be cause for rejection of all RFP submittals in which such Proposers are believed to be involved. Any or all RFP submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFP submittals in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this Request for Proposals. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing & Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Proposers submitting a response to this Request for Proposals agree that such response also constitutes an RFP submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these RFP submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP.

This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposals any or all items.

ADVERTISING: In submitting an RFP submittal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this RFP, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 3 –
Instructions for the Preparation of Proposals

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The total number of pages **MUST NOT** exceed 30 numbered pages (does not include the required forms, addenda, or résumés).

The Proposal must be divided into four (4) sections with references to parts of this RFP done on a section number/paragraph number basis. The four (4) sections shall be named:

1. **Required Submittals**
2. **Past Performance/References**
3. **Technical Plan**
4. **Price Proposal**

1. REQUIRED SUBMITTALS:

Letter of Transmittal: The Proposal letter shall be addressed to the City's Purchasing Manager, Brian Rothwell, and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting Proposal;
- City's RFP name and number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) of representative(s) legally authorized to bind the Proposer.

Addenda: The acknowledgment page of all addenda; signed and dated.

Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

Company Background: Vendor must provide a brief company description and history. In addition, Proposer should submit the following information:

Name: The name under which the Proposer is licensed to do business.

Address: The address of the Proposer's headquarters office.

Local Address: The address of the Proposer's office responsible for the proposed work, if different from the headquarters office.

Local Officers: Names, titles, and telephone numbers of local officers or representatives of the Proposer.

Years of Local Service Experience: The number of years the Proposer has actively participated in work in Flagler County similar to that described in this RFP.

Size of Staff: The number of employees internationally, nationally, and locally. Information must include the total number of employees in Flagler County; in particular, the number of technical and support staff presently supporting similar services, along with their résumés to include qualifications and length of service.

Warranties: Description of warranties available from or through the Proposer, including manufacturer's warranties on components.

Current Workload: Provide a listing of your firm's current and projected workload. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate commitment of staff available for this project.

Project Understanding: The Proposer shall clearly state project objectives and anticipated deliverables. In addition, the Proposer shall indicate why they should be chosen to help the City in this endeavor.

Required Forms: Complete Attachments A – K as indicated below:

Proposer's Certification (Attachment A): Complete the form included in this package.

Conflict of Interest Statement (Attachment B): Complete the form included in this package.

Compliance with the Public Records Law (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Affidavit (Attachment E): Complete the form included in this package.

Vendor Registration Form (Attachment F): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment G): Complete the form included in this package.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment H): Complete the form included in this package.

Certificate of Corporation (Attachment I): Complete the form included in this package.

Public Entity Crime Form (Attachment J): Complete the form included in this package.

Vendor Certification Regarding Scrutinized Companies List (Attachment K): Complete the form included in this package (if applicable).

2. PAST PERFORMANCE/REFERENCES:

Proposer must provide references that are able to confirm the successful installation and support of other clients of equal size to the City of Palm Coast. The references must include the name, address, and telephone number of top-level management contact persons for each reference, and must include the equipment and services supported within the scope of this RFP.

The City of Palm Coast must be able to contact the references without notification to the Proposer. Please provide the names, address, and telephone numbers of customers to whom the Proposer provides the same/similar services as quoted in this document.

References may be contacted to describe their experience with the Proposer, including the quality of the Proposer's technical support and maintenance. Particular attention will be paid to the number of Palm Coast or Flagler County customers and the quality of service rendered to those customers.

A minimum of three (3) and a maximum of six (6) references must be provided. At least two (2) references should be for contracts of similar size or larger. It would be preferable if one (1) reference is an organization of an emergency or public service nature, with 24- hour operation preferred.

3. TECHNICAL PLAN:

Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the *Scope of Services*.

Please include any additional information believed to be essential to a thorough evaluation of the proposal. List all attached reports, financial documents, etc. If the additional information is considered to be confidential, please provide it in a separate envelope marked **"Confidential"** so as not to be made public record.

4. PRICE PROPOSAL:

Using the attached form, the Proposer shall present the financial proposal for providing the proposed services. It should be noted that the City's goal is to provide the best public service possible and that cost will be only one factor in the evaluation of proposals. **Price Proposals not submitted on the Attached Form shall render the Proposal unresponsive.** The prices or discounts offered are for firm, fixed price proposals.

Section 4 –
Evaluation of Qualifications/Proposals and Award

The City shall negotiate the award to the responsive and responsible proposer who submits a proposal package that is most advantageous to the City. The City Manager will appoint an Evaluation Committee to evaluate proposals. In determining the most advantageous proposal, the City reserves the right to consider criteria such as, but not limited to, cost, customer service, utility, quality/workmanship, standardization, past experience, delivery, discount, past performance and/or service reputation, and service capability. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Each Evaluation Committee member will evaluate the below factors to determine which Proposers will be short-listed. Each member will assign a criterion score ranging from the minimum points scale allowed to the maximum points scale allowed for each rating factor.

The City Purchasing & Contracts Division will compile the scores from each Evaluation Committee member for each Proposer.

The City Purchasing & Contracts Division will then drop the highest and lowest score for each Proposer at which time the remaining points will be totaled and a Final Ranking will be calculated. After accumulating the members' scores, the firm with the highest score shall be ranked first, the next highest shall be ranked second, and so on.

The City reserves the right to contact references provided by the Proposer or visit operations listed in the RFP. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

Proposer shall provide all additional information upon demand by the City of Palm Coast. The information to be provided shall include, but may not be limited to, the following:

a) Relevant Experience - This background information shall provide information concerning comparable contracts. Provide name, and owner, location and dates.

b) Technical Resources - This background information shall outline the availability of personnel, equipment and parts required for services.

c) Other factors deemed to be relevant by the City of Palm Coast.

Technical Evaluations

Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the contractors to perform accordingly shall be made by the City of Palm Coast.

a) The ability, capacity, skill and organization of the proposer to perform as proposed.
b) The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
c) Any other applicable technical/physical characteristics of the proposal as deemed relevant by the City of Palm Coast.

d) Any other relative factors.

Qualification Evaluation

Company Background (0 - 20 points)

Below Average……...…0 Points
Average……...….. 5 Points
Above Average……..... 10 Points
Well Above Average…… 15 Points
Outstanding…….. 20 Points

Past Performance/References (0 - 30 points)

Below Average……...…0 Points
Average……...….. 7.5 Points
Above Average……..... 15 Points
Well Above Average…… 22.5 Points
Outstanding…….. 30 Points

Technical Plan (0 - 30 points)

Below Average……...…0 Points
Average……...….. 7.5 Points
Above Average……..... 15 Points
Well Above Average…… 22.5 Points
Outstanding…….. 30 Points

Project Cost (0 - 20 points)
The cost proposal shall account for **20 maximum points**. The cost proposal shall be evaluated using a graduated scale assigning 20 points to the lowest cost proposal and diminishing point values assigned to all other cost proposals based on a percentage differential from the lowest cost proposal according to the following table:

Description	Maximum Points
Lowest Cost Proposal	20
0.1% to 5% Above the Lowest Cost Proposal	17
5.1% to 10% Above the Lowest Cost Proposal	14
10.1% to 20% Above the Lowest Cost Proposal	11
20.1% to 35% Above the Lowest Cost Proposal	8
35.1% to 50% Above the Lowest Cost Proposal	5
50.1% to 75% Above the Lowest Cost Proposal	2
75.1% and Above the Lowest Cost Proposal	0

Please note: The cost proposal will only be scored on line items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50 on the Price Proposal form.

Consistent with the City of Palm Coast Ordinance 2007-17, the City may give a preference to local businesses in awarding contracts. A business located within the City limits shall receive the bid preference as set forth in the Ordinance; however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County. In evaluating Requests For Qualifications/Proposals, local businesses shall be assigned 5% of the total points available (100 x .05 = 5 points).

The successful firm(s) will be paid no more frequently than on a monthly basis, upon receipt of a valid invoice or statement.

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary presentations. Therefore, the City shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing & Contract Management Division to schedule the top ranked firm(s) for presentations/interviews.

Formal Oral Presentations/Interviews (If Required)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The City's Purchasing & Contracts Management Division shall establish the schedule and Proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.
The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion.

Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Recommendation and Approval of Ranking

The City shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference and submit this ranking as its final recommendation to the City Manager. In the event that the proposals exceed $30,000, the City Manager shall make a recommendation to the City Council. The City Council's decision will be final.

NEGOTIATION AND FEE SCHEDULE:

A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each contract and will be part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s). The Fee Schedule will designate the hourly rate/unit rates for each staff member with their name and/or position title specified. The fee schedule may not be deviated from without the prior consent of the City Manager.

The City may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The City reserves the right to enter into negotiations, including price, with the top-ranked proposer, and if the City and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

The attached Draft Contract is representative of the Contract the successful Respondent shall be required to execute. To meet the needs of the City, this Contract may be revised during the negotiations with the top-ranked firm.

Section 5 -
Qualification

PROJECT NO. **RFP-IT-13-01**

PROJECT NAME: **FiberNet OSP Operations and Maintenance**

Name of Proposer (firm): _____

Representative (printed): _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____**(which must be turned in with the RFP)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Proposal is accepted, that he/she shall execute an agreement with the City in the form set forth in the Contract Documents; that he/she shall furnish insurance certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this _____ day of _____, 20_____.

_____ (Name of PROPOSER)

_____ (Signature of person signing FORM)

_____ (Printed name of person signing FORM)

_____ (Title of person signing FORM)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment A
Proposer's Certification

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices, rates or discounts quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Flagler County Sheriff's Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Palm Coast Government or of any other Proposer interested in said Proposals; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

(___)_____
Telephone Number

Sworn to and subscribed before me

This _____ day of

_____ 20____

_____
Signature of Notary

Notary Public, State of _____

Personally Known
-OR-
Produced Identification _____

Type:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment B
Conflict of Interest Statement

STATE OF FLORIDA)

) ss

City OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as **RFP-IT-13-01 - FiberNet OSP Operations and Maintenance**

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

Attachment B
Conflict of Interest Statement (Continued)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Typed/Printed Name of Affiant

_____
Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ or produced identification_____ (type of identification).

Notary Public - State of _____

_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: **RFP-IT-13-01 - FiberNet OSP Operations and Maintenance**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D
Drug-Free Work Place 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 proposed 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 Qualification, the employee shall propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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 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.

_____
Signature

_____
Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment E
Americans with Disabilities Act Affidavit

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

_____
Print name_____
Notary Public in and for the County
and State Aforementioned

My commission expires:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment F
City of Palm Coast Vendor Registration Form

*If already on file, please state so.

Reason for submitting Vendor Registration Form (select one): ☐ New Vendor for the City ☐ Add to the City's bidder list to receive solicitation notices ☐ Address Change ☐ Company Name Change ☐ FEIN# Change

Brief description of goods or services you are providing:

City Department Contact					
Company					
Address					
Address					
City		State:		Zip Code:	
Contact					
Phone #	( )	Fax #:			
E-mail		Internet:			

FEID/SSN:		Check Appropriate Box:	Individual Sole/ Proprietor	Corporation	Partnership	Other

Primary Commodity Code					
Secondary Commodity Codes					

INSTRUCTIONS

Print or type Company name and mailing address. List contact person(s) and telephone number(s) of person(s) who can give information, including price quotes. List the mailing address for queries, and Internet URL if available. List the Company's (FEID) Federal Identification Number (the number the Company reports its taxes under) or the owner's Social Security Number if the Company is a sole Proprietorship or Partnership. This is ***required*** for Internal Revenue Service reports.

COMMODITY CODE

Refer to the Commodity Code list to determine which commodity code(s) most closely identifies the product or service your company provides and list in the Primary Commodity Code block. If there are other products or services that your company provides, list up to five (5) additional codes. The Commodity Code list contains the majority of all commodities or services that the City solicits bids or proposals for on a regular basis. If the product or service you provide is not listed here, the City probably does not solicit bids for it on a regular basis; however, if your commodity or service is not listed, submit a separate list clearly identifying your commodity or services, and the City **may** include it in the future.

Do not list commodities or services that you cannot provide a responsive bid for if solicited. Failure to respond to Invitations (submission of a bid or proposal or a NO-BID statement) indicates a lack of interest and after three times may lead to removal from the bidders list. **It is important that you promptly notify us if there is a change of address.** Many commodities and services are only solicited occasionally or at lengthy intervals, three (3) to eight (8) years. Since bids are only solicited when there is a requirement, inclusion in the City of Palm Coast bidders list does not guarantee that the bidder will receive a bid request for their products or services. Please also visit our website at palmcoastgov.com/governments/departments/purchasing and/or call fax a request to 386-986-3724.

Mail this page to 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, or fax to 386-986-3724, or e-mail brothwell@palmcoastgov.com. **SUBMIT FORM ONLY ONCE**. If you wish to submit additional information, mail under separate cover. Do not fax literature!

STATE OF FLORIDA BUSINESS REGISTRATION

All vendors doing business with the City should be registered with the State of Florida. If the company is an out of state company, it should have a foreign registration with the State of Florida to do business in Florida. Companies can register online at www.sunbiz.org for a nominal fee.

Continued on next page.

IRS CERTIFICATION

Under Penalties of perjury, I certify that:

1. The number shown of this form is my correct taxpayer identification number (or I am waiting for one to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply to mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends.

Sign Here	Signature of U.S. Person ►	Date►

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

COMMODITY CODES

8721	Accounting & Auditing Services
91501	Advertising Agencies
91807	Advertising Specialties & Novelties
99803	Aircraft Engines & Parts
03520	Airlines & Air Carriers, nec
57005	Aluminum Sign Blanks & Accessories
90607	Architectural Services, Licenses, Professional
96207	Art & Graphic Design Services
91813	Asbestos Removal Contractors – Certified
75510	Asphalt Paving Products
96209	Auctioneering Services – Florida Registered
88011	Audio-Visual Equipment, Supplies & Service
95714	Automobiles & Light Trucks
07006	Auto, Truck, & Motorcycle Rental & Leasing
92917	Automotive Shop Equipment
97515	Automotive Shop Equipment
94625	Banks & Depository Institutions
99817	Boats, Marine & Diving Equipment & Supplies
97521	Boats, Used & Salvage
71510	Books, Periodicals, & Newspapers
21015	Brick & Structural Clay Products
90922	Building Construction > $200,000 – Bonding Required
90923	Building Construction < $200,000 – Bonding Materials
90900	Building Construction Services
97108	Building Materials: Brick, Stone, & Related Materials
91819	Building Materials: Lumber, Plywood, etc.
15513	Building Maintenance Services, nec
91821	Business Consulting
91427	Carpentry Services
91009	Carpet & Upholstery Cleaning Services
481302	Cellular Service Providers, not equipment
33533	Chemicals, nec
50525	Chlorine, & Related Chemicals
99826	Clothing and Apparel, nec
80540	Coastal Engineering Services
93442	Commercial Laundry Equipment & Supplies
05264	Commercial Photography Services
70070	Commercial Printing, all types
96207	Commercial Art & Graphic Design
20827	Communications Services, nec
91522	Communications Consultants (Radio, Telephone, etc.)
55919	Communications Equipment & Accessories (not telephone)
74017	Compressors, Equipment & Services, (except HVAC)
95823	Computer Facilities Management
91828	Computer Maintenance & Repair, Mainframe
99829	Computer Maintenance & Repair, Micro
91830	Computers, Peripherals, & Software, Mainframe
91829	Computers, Peripherals, & Software, Micro
91430	Concrete Masonry Work, including Sidewalks
91455	Concrete, Portlands & Masonry
92930	Concrete, Ready-mix, Block & Brick
75030	Concrete Precast Products
65834	Concrete Pipe
97524	Construction Equipment
95220	Correctional Institution Equipment & Supplies
96224	Courier Services, all types
96124	Court Reporting Services
6371	Deferred Compensation Providers
94828	Dentist Offices
99052	Detective & Investigative Services
99837	Electrical Supplies
91438	Electrical Contractors
91840	Employee Benefit Program Providers
96130	Employment Agencies
93831	Engineering Services, Licenses, Professional, nec
96631	Envelope Converters
92535	Environmental Engineering & Studies Services
97535	Equipment Rental Services
98814	Erosion Control Materials
91244	Excavation Contractors, includes Tractor & Site Work
95838	Farm & Garden Equipment & Supplies
77015	Fasteners: Bolts, Nuts, Rivets, Washers, etc.
98815	Fencing Suppliers, & Installers
99840	Fertilizers & Other Agricultural Chemicals
91849	Financial Consultants
94648	Financial Services, Third Party Lease/Purchase
93633	Fire Trucks & Apparatus
93632	Fire Protection Equipment & Supplies
36020	Floor Coverings, all types
99844	Food & Grocery Products
96136	Food Service Equipment & Supplies
91852	Food Service Providers
57838	Forestry Services & Supplies, includes Land Mgmt.
40509	Fuel Supplier: Gasoline, Diesel, Aviation
55736	Fueling Systems, Pumps, Tanks, Equipment & Service
99846	Furniture: Office
28539	Generators & Motors (not automotive)
91447	Glass & Glazing Services
68052	guns, Ammunition & Related Supplies
99850	Hardware, all types
92645	hazardous Wastes Services
99852	Heating, Ventilation, & Air Conditioning Contractor
99852	Heating & Air Conditioning Contractor
90646	Highway & Street Construction
91551	Information Systems Consultants (no equipment sales)
95861	Insurance Carriers, Brokers, Agents, Services, all types
96248	Interior Design Services
47520	Janitorial Chemicals & Supplies
91039	Janitorial Services
93846	Laboratory Apparatus & Furniture
98852	Landscape Services, includes Mowing
90656	Landscape Architects
93442	Laundry Services & Dry Cleaning
99859	Laundry Equipment & Suppliers, all types
96149	Legal Counsel
99860	Library Equipment & Supplies
42056	Library Furniture
42048	Library Shelving
3274	Lime
91048	Locksmiths & related Products & Services
95856	Managed Health Care Providers
91875	Management Consulting Services, nec
5052	Marine & Underwater Construction
42068	Mattresses, Pillows, & Bed Linens
45059	Measuring & Controlling Devices, nec
92567	Mechanical Engineering Services, nec
92939	Medical & Emergency Equipment & Supplies
99857	Medical Laboratories
95262	Mental Health Service Providers

91558 Direct Mail Services
5714 Draperies, Blinds, Window Coverings, & Upholstery
5912 Drug Stores & Pharmacies
9611 Economic Consultant
96155 Mined or Quarried Materials, all types
99999 Mold Remediation & Drying
327208 Monuments & Grave Markers
94664 Mortgage bankers
07012 Motorcycles & Parts & Supplies
5112 Office Supplies (not equipment or furniture)
93959 Office Equipment (not computers or furniture)
99874 Oil, Grease & Related Petroleum Products
64043 Packaging Materials, nec
91461 Painting Contractors (not auto)
96755 Paints, Varnishes, & Supplies (all types)
70069 Paper Mills & Distributors
4119 Paratransit Services
94050 Passenger Transportation Services, all types
91885 Personnel & Human Resource Consultants
91059 Pest Control Services
99876 Photo Equipment, Film & Supplies
65804 Pipe: Metal, all types
65858 Pipe: Polyethylene & PVC
92672 Planning & Zoning Consultants (land use, impact fees,
98154 Plumbing Supplies
91468 Plumbing Contractors
57895 Potable Water Services
99881 Printing Trades Equipment & Supplies
8743 Public Relations Services
91573 Public Safety Equipment & Supplies
72056 Pumps & Pumping Equipment
95883 Real Estate Agencies
91889 Real Estate Appraiser Services
57096 Recycled Metal Products
0120 Recycled Paper Products
64066 Recycled Plastic Products
92677 Recycled Products, nec
92677 Recycling Centers & Processors
57864 Recycling Equipment & Supplies
74059 Refrigeration Equipment & Supplies
90921 Metal Building, all types
3441 Metal-Fabricated, all types
3399 Metals-Primary Suppliers (iron, steel, alum., etc)
92966 Refuse Collection Svcs., includes recycling collection
14560 Roofing Contractors
77072 Roofing, Siding & Insulation Materials
75077 Sand, Gravel, Rock related products
99889 School Equipment & Supplies
72554 Security Systems & Services
57054 Sheet Metal Work, all types
90086 Shoes, all types
80150 Signs, all types
79050 Sod, Hay, Seeds, Shrubs & Trees, etc.
99891 Sporting, Athletic, Playground & Recreation Goods
65062 Sports Lighting Equipment & Fixtures
99080 Surveying Services
91576 Telephone Service Providers, Local & Long Distance
72555 Telephone Equipment, Accessories, includes cellular
90783 Testing Services, Engineering (not medical)
99882 Tires & Tubes, Sales & Service
99893 Tires, Sale of Surplus
95387 Title Abstract Services
95954 Towing Services, Car & Truck
55089 Traffic Signals, Supplies & Services
92593 Traffic Engineering Services
12090 Trailers, all types
95290 Training & Development Consultants
99820 Transit Vehicles: Bus, Coach, Paratransit
96178 Travel Agencies
96239 Trucking & Hauling Services (materials, not people)
07048 Trucks: Bucket
07048 Trucks: Catch Basin & Vacuum
07051 Trucks: Medium & Heavy Duty
20085 Uniforms, all types
98587 Voting Machines, Equipment & Maintenance
98184 Water, Sewer & Utility Equipment & Supplies
96896 Water, Sewer, & Utility Construction & Supplies
54596 Water Well Drilling & Supplies
96897 Wrecking & Demolition Work

Attachment G
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment H
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

| --- | --- |
| Organization Name | RFP-IT-13-01 - FiberNet OSP Operations and Maintenance |

Names and Titles of Authorized Representative(s)

| --- | --- |
| Signature(s) | Date |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", ineligible, "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of theses regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment I
Certificate Of Corporation

*Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF _____

FEI NUMBER _____

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20___. The following resolution was duly passed and adopted:

"RESOLVED, that _____as President of the corporation is hereby authorized to execute the Contract dated _____, 20_____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____day of _____, 20___ .

_____
Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment J
Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction 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 a 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

State Of: _____

County Of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President, Authorized Agent or Official of _____, a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public, State of Florida

Commission No. _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment K
Vendor Certification Regarding Scrutinized Companies List

*If bid amount is **less** than one million dollars ($1,000,000), this form is **not** required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars ($1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" 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. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the 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 & Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Price Proposal Form

Item	Description	Price
1	Single mode Outdoor 12 strand fiber optic cable (per ft installed)	$
2	Cost per foot not installed	$
3	Single mode Outdoor 24 strand fiber optic cable (per ft installed)	$
4	Cost per foot not installed	$
5	Single mode Outdoor 48 strand fiber optic cable (per ft installed)	$
6	Cost per foot not installed	$
7	Single mode Outdoor 96 strand fiber optic cable (per ft installed)	$
8	Cost per foot not installed	$
9	Single mode Outdoor 144 strand fiber optic cable (per ft installed)	$
10	Cost per foot not installed	$
11	Single mode Outdoor 288 strand fiber optic cable (per ft installed)	$
12	Cost per foot not installed	$
13	Trench 36” - Machine (per ft)	$
14	Trench 36” – Hand Dig (per ft)	$
15	Directional Bore 2” (per ft)	$
16	Directional Bore 4” (per ft)	$
17	Directional Bore 6” (per ft)	$
18	Core Bore Structure (each bore)	$
19	Tracer wire 12 GA w/ HMWPE covering (per ft. installed)	$
20	Warning tape (per reel)	$
21	Pull Box (hand hole) 24X36X18 load bearing, installed (each)	$
22	Pull Box (hand hole) 36X24X36 load bearing, installed (each)	$
23	Saw cut concrete or asphalt (per ft)	$
24	Asphalt removal & disposal 4” depth (per sq. ft)	$

Item	Description	Price
25	Asphalt removal & disposal additional 3” depth (per sq. ft)	$
26	Asphalt replacement – Labor Only (per sq. ft)	$
27	Concrete removal & disposal 5”-6” depth (per sq. ft)	$
28	Concrete removal & disposal additional 2” depth (per sq. ft)	$
29	Concrete replacement – Labor Only (per sq. ft)	$
30	Ground Wire 6GA 500’ (per reel)	$
31	Remove and Replace Access Loop for New/Existing Splice Case	$
32	Mid-Sheath Fiber Entry (each location)	$
33	Install New Splice Case and Place Cables – Buried (each location)	$
34	Re-enter Splice Case and Place Cable (each location)	$
35	Splice 1-24 Optical Fibers	$
36	Splice 25-96 Optical Fibers	$
37	Splice 97-288 Optical Fibers	$
38	Splice Case (each)	$
39	Other charges. Other charges include per-hour labor and site visit charges for service as follows:	$
40	Labor per hour per person, normal business day 8am-5pm (M-F)	$
41	Labor per hour per person, after business hours	$
42	Labor per hour per person, Holiday	$
43	Site visit minimum charge, normal business hours 8am-5pm (M-F)	$
44	Site visit minimum charge, after business hours	$
45	Site visit minimum charge, Holiday	$
46	Backhoe with Operator, normal business hours 8am-5pm (M-F) per hour	$
47	Backhoe with Operator, after business hours (per hour)	$
48	Backhoe with Operator, Holiday (per hour)	$
49	City right of Way Permit (per ft)	$

Item	Description	Price
50	Job Design per ft (3500 ft minimum to include access and maintenance loops) Price will include drawings delivered and retrieved from MLGW, obtain City Right of Way Permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	$
Total of Line Items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50		**$**

Total (in words): $ _____

Please fill out the Price Proposal form in its entirety. Please note that the cost proposal will only be scored on line items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50 (highlighted in yellow).

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

CITY OF PALM COAST
SERVICES AGREEMENT FOR
_____ Services With _____
(REQUEST FOR PROPOSAL)

THIS AGREEMENT made and entered into the «Council_Day» day of «Council_Month», «Council_Year» by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "City," and:

«Contractor»
«Contractor_Street_Address»
«CityStateZip»

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The City and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the City desires to retain the Contractor for the work identified in the **RFP-IT-13-01 - FiberNet OSP Operations and Maintenance** and description of services outlined in Exhibit A; and

WHEREAS, the City desires to employ the Contractor for the performance to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the City that it is competent and otherwise able to provide professional and high quality services to the City; and

WHEREAS, all submissions submitted by the Contractor in the Proposal/RFP submitted to the City are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the City and Contractor. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date City Council approves the selection of the Contractor.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the Contractor including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for Contractor to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the City can expect the Contractor to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the Contractor, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the City.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the City and to the Contractor.

Exhibit A - Description of Services
Exhibit B - Certificate of Liability Insurance
Exhibit C - Draft City Work Order Form
Exhibit D - ADA Form
Exhibit E - Price Schedule
Exhibit F - Business Tax Receipt – (City of Palm Coast)
Exhibit G - Vendor Registration Form

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

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Submittals – Any item required by this agreement that the Contractor must provide the City either for inclusion as part of this agreement or not.

Type of Service – **OSP Operations & Maintenance** services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the City on it's approved form which, on occasion, may contain documents published on Contractor letterhead describing all work associated with the service to be provided by the Contractor to the City for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the City and the Contractor and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b). This Agreement may only be amended, supplemented, or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(d). The Exhibits made part of this Agreement are as follows:

Exhibit A - Description of Services
Exhibit B - Certificate of Liability Insurance
Exhibit C - Draft City Work Order Form
Exhibit D - ADA Form
Exhibit E - Price Schedule
Exhibit F - Business Tax Receipt – (City of Palm Coast)
Exhibit G - Vendor Registration Form

SECTION 4: NO GENERAL CITY OBLIGATION.

(a). In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b). The Contractor shall not have the right to compel the exercise of the ad valorem taxing power of the City.

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SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a). Execution of this Agreement by the Contractor is a representation that the Contractor is familiar with local conditions and with the services to be performed. The Contractor shall make no claim for additional time or money based upon its failure to comply with this Agreement. The Contractor has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over City Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the Contractor to the City that the Contractor is fully familiar with any and all requisite work conditions of the provisions of the services.

(b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(c). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent Contractor with respect to all services performed under this Agreement.

(d). Persons employed by the Contractor in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

SECTION 6: GENERAL PROVISIONS.

(a). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b). This Contract is for **OSP Operations & Maintenance** and related services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c). The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d). The CONTRACTOR acknowledges that the CITY has retained other CONTRACTORS and the coordination between said CONTRACTORS and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e). The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

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(f). Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g). CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h). Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of the City of Palm Coast, Flagler County and State Regulatory agencies.

(i). The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j). No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a). All the services to be provided or performed by the Contractor shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory agencies.

(b). The Contractor shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUBCONTRACTORS.

(a). Any Contractor proposed subcontractor shall be submitted to the City for written approval prior to the Contractor entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b). The Contractor shall coordinate the provision of services and work product of any City approved subcontractor and remain fully responsible for such services and work under the terms of this Agreement.

(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of the Contractor duties commensurately with the Contractor's duties to the City under this Agreement, it being understood that nothing herein shall in any way relieve the Contractor from any of its duties under this Agreement. The Contractor shall provide the City with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The Contractor shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

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(a). The Contractor shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement.

(b). The Contractor and the City agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the Contractor is delayed at any time in the provision of services by any act or omission of the City, or of any employee of the City, or by any other Contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the Contractor and beyond the Contractor's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

(a). The term of this Agreement is three (3) year commencing on the date of full execution of this Agreement by the parties.

(b). The Contractor services shall begin upon written notification to proceed by the City.

(c). Contractor services shall be on a work order basis and may include matters such as serving as an expert witness.

(d). Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion and with City Council approval, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a). The CONTRACTOR agrees to perform for the CITY **STORMWATER PIPE REPLACEMENT SERVICES** relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

(b). The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c). The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

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(a). The Contractor shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Contractor under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The Contractor shall work closely with the City on all aspects of the provision of the services. With respect to services, the Contractor shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b). The Contractor shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order.

(c). Neither City review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The Contractor shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent or improper performance or failure to perform any of the services furnished under this Agreement.

(d). The rights and remedies of the Contractor, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(e). In the event the Contractor fails to comply with the terms and conditions of this Agreement, the City shall notify the Contractor's Designated Representative in writing so that the Contractor may take remedial action.

(f). Time is of the essence in the performance of all services provided by the Contractor under the terms of this Agreement and each and every Work Order.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a). The City shall reasonably cooperate with the Contractor in a timely fashion at no cost to the Contractor as set forth in this Section.

(b). The City shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c). The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely at the discretion of the City.

(d). The City shall furnish the Contractor with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the City's files that is necessary or useful to the Contractor for the performance of the Work. All such documents conveyed by the City shall be, and remain the property of, the City and shall be returned to the City upon completion of the Work to be performed by the Contractor.

(e). The City shall examine all Contractor reports, sketches, drawing, estimates, Qualifications, and other documents presented to the City and indicate the City's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the Contractor.

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(f). The City shall provide access to and make provisions for the Contractor to enter upon public and private lands as required for the Contractor within a reasonable time to perform work as necessary to complete the Work Order.

(g). The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(h). The City shall give written notice to the Contractor whenever the City designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the Contractor's provision of services, or a defect or change necessary in the services of the Contractor.

(i). The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.

(j). The City shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the Contractor in carrying out the duties and responsibilities deriving from this Agreement.

(k). The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l). Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the Contractor shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision or performance of any of the services furnished under this Agreement.

(m). All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the Contractor's performance under this Agreement shall become the property of the City after final payment is made to the Contractor.

(n). In the event the City fails to comply with the terms and conditions of this Agreement, the Contractor shall notify the City's Designated Representative in writing so that the City may take remedial action.

SECTION 15: WAIVER.

The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

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SECTION 17: STANDARDS OF CONDUCT.

(a). The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b). If the City determines that any employee or representative of the Contractor is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the City shall so notify the Contractor, in writing. The Contractor shall immediately remove such employee or representative of the Contractor from such assignment.

(c). The Contractor hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the Contractor, or any interest in property that the Contractor may have. The Contractor further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The Contractor shall not engage in any action that would create a conflict of interest for any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e). The City shall not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The City shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the City.

(f). The Contractor shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g). The Contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h). If the Contractor or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The Contractor shall certify, upon request by the City that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i). If the Contractor or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the City. The Contractor shall certify, upon request by the City, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

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(j). The Contractor shall certify, upon request by the City, that the Contractor maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k). The Contractor agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The Contractor agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l). If applicable, in accordance with Section 216.347, Florida Statutes, the Contractor shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m). The Contractor shall not publish any documents or release information regarding this Agreement to the media without prior approval of the City.

(n). The Contractor shall ensure that all services are provided to the City after the Contractor has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o). The Contractor shall ensure that all taxes due from the Contractor are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32135

(2). For the Contractor:

«Contractor_Contact»
«Contractor»
«Contractor_Street_Address»
«CityStateZip»
Telephone Number: «Phone_Number»
E-mail Address: «email»

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Contractor agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or

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constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Contractor to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a). The City Manager, or his designated representative, represents the City in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The City Manager or his designated representative shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the Contractor;

(2). Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the Contractor whenever the City knows of a defect or change necessary in the project; and

(c). Until further written notice, the City's Designated Representative for this Agreement is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d). Prior to start of any work under this Agreement, the Contractor shall submit to the City detailed resumes of key professional personnel that will be involved in performing services described in the work. The City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the City for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with City personnel.

(e). Until further written notice, the Contractor's Designated Representative for this Agreement is:

«Contractor_Designated_Representative»
«Contractor»
«Contractor_Street_Address»
«CityStateZip»
TelephoneNumber: «Contractor_Designated_Representative_phone»
E-mail Address: «Contractor_Designated_Representative_em»

SECTION 20: WORK ORDERS.

(a). The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a Work Order as directed and determined by the City. Services to be provided by the Contractor to the City shall be negotiated between the Contractor and the City. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a

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completion schedule, and will be provided on Contractor letterhead. Services described in said Work Order will commence upon the issuance of a City Notice-To-Proceed.

(b). If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The Contractor shall perform all services required by the Work Order but in no event shall the Contractor be paid more than the negotiated Fixed Fee amount stated therein.

(c). The Contractor and the City agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the Contractor shall perform all work required by the Work Order; but in no event shall the Contractor be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e). For Work Orders issued on a "Fixed Fee Basis," the Contractor may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f). For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the Contractor may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g). Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the City determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the City may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the Contractor may invoice the amount due for services actually performed and completed. The City shall pay the Contractor one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a). The City may revise the Description of Services set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the City as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Contractor schedule.

(c). If instructed by the City, the Contractor shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the Contractor, the Contractor may be entitled to additional compensation. The Contractor must submit for City approval a revised Qualification with

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a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a). Compensation to the Contractor for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit E which enumerates hourly rates and other charges of the Contractor. The initial fee for the subject Project shall be as subsequently negotiated by the parties.

(b). The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c). Work performed by the Contractor without written approval by the City's Designated Representative shall not be compensated. Any work performed by the Contractor without approval by the City is performed at the Contractor's own election.

(d). In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Contractor shall notify the City's Designated Representative in order that the City may take remedial action.

(e). Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFP. However, the market for the goods and/or services that pertain to this RFP may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

(a). Payments shall be made by the City to the Contractor when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The Contractor shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered as Exhibit B, the Project Status Report Form, the cost of the services, the name and address of the Contractor, Work Order Number, Contract Number and all other information required by this Agreement.

(b). Invoices which are in an acceptable form to the City and without disputable items will be processed for payment within thirty days of receipt by the City.

(c). The Contractor will be notified of any disputable items contained in invoices submitted by the Contractor within fifteen days of receipt by the City with an explanation of the deficiencies.

(d). The City and the Contractor will make every effort to resolve all disputable items contained in the Contractor's invoices.

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(e). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, the billing period, and include the Project Status Report for the period being billed.

(f). The Florida Prompt Payment Act shall apply when applicable.

(g). Invoices are to be forwarded directly to:

Finance Director
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32135

SECTION 24: TERMINATION OF AGREEMENT.

(a). The City may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:

(1). If, in the City's opinion, adequate progress under a Work Order is not being made by the Contractor; or

(2). If, in the City's opinion, the quality of the services provided by the Contractor is/are not in conformance with commonly accepted professional standards, standards of the City, the requirements of Federal or State regulatory agencies, and the Contractor has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3). The Contractor or any employee or agent of the Contractor is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the Contractor; or

(4). The Contractor becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5). The Contractor violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b). In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the Contractor show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the City of corrective measures to be made within a reasonable time is not given to the City within fourteen calendar days of the receipt of the letter, the City may consider the Contractor to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the City and the City shall have the right to so terminate this Agreement without any recourse by the Contractor.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a). The Contractor may terminate this Agreement if:

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(1). The City materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2). The City fails to pay the Contractor in accordance with this Agreement.

(b). In the event of either of the causes described in Subsection (a), the Contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the Contractor within fourteen calendar days of the receipt of said show cause notice, the Contractor may consider the City to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the City to be in the public interest, provided that thirty calendar days prior written notice is given to the Contractor of the City's intent to terminate.

(b). In the event that this Agreement is terminated, the City shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(c). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the Contractor to the date of termination and any additional services shall be paid to the Contractor.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a). The performance or provision of the Contractor services under any Work Order under this Agreement may be suspended by the City at any time.

(b). In the event the City suspends the performance or provision of the Contractor's services hereunder, the City shall so notify the Contractor in writing. Such suspension becoming effective upon the date stated in the notice. The City shall pay to the Contractor within thirty days all compensation which has become due to and payable to the Contractor to the effective date of such suspension. The City shall thereafter have no further obligation for payment to the Contractor for the suspended provision of services unless and until the City's designated representative notifies the Contractor in writing that the provision of the services of the Contractor called for hereunder are to be resumed by the Contractor.

(c). Upon receipt of written notice from the City that the Contractor's provision of services hereunder are to be resumed, the Contractor shall continue to provide the services to the City.

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SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(b) The Contractor agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Contractor had knowledge and failed to present during the City procedures.

(c). In the event that City procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.

(c). Violation of this Agreement by the Contractor is recognized by the parties to constitute irreparable harm to the City.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c). This Agreement is the result of bona fide arms length negotiations between the City and the Contractor and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statures.

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(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract , however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverage's.

SECTION 34: INSURANCE.

(a). The Contractor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1). Workers Compensation/Employer Liability: The Contractor shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2). Comprehensive General Liability: The Contractor shall provide coverage for all operations including, but not limited to, contractual, independent Contractor, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3). Comprehensive Business Automobile Liability: The Contractor shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4). Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City which may, thereupon, required additional insurance coverage's.

(b). All insurance other than Workers Compensation must be maintained by the Contractor shall specifically include the City as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the Contractor shall be responsible for all subcontractors.

(c). The Contractor shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for performance of any

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obligation including the Contractor's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the City, the Contractor shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(e). The Contractor shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the City waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g). The City shall not be obligated or liable under the terms of this Agreement to any party other than the Contractor. There are no third party beneficiaries to this Agreement.

(h). The Contractor is an independent Contractor and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The Contractor, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a). The Contractor shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). The Contractor shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

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(c). The City reserves the right to unilaterally terminate this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Contractor in conjunction, in any way, with this Agreement.

(d). The City may perform, or cause to have performed, an audit of the records of the Contractor before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the Contractor and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the Contractor may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the Contractor. Conduct of this audit shall not delay final payment as required by this Section.

(e). In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Palm Coast, or any representative, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(f). In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Contractor shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

(g). The Contractor agrees to fully comply with all State laws relating to public records.

(h). The Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the Contractor must submit to the City as stated in this Agreement:

a) Description of Services; Section 12.

b) Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)

c) Certificates of insurance; Section 34, Paragraph (c)

d) Conflict of Interest Statement; Section 17, Paragraph (c)

This Agreement describes each item listed above in detail. All provided to the City must be accurate and updated certifying the Contractor is proceeding correctly.

SECTION 39: EXHIBITS.

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Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City through its City Council taking action on the «Council_Day» day of, «Council_Month», «Council_Year», and the Contractor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST: CONTRACTOR

_____ By:_____
Authorized Corporate Officer Authorized Corporate Officer
Date: _____

As approved by the City Council of the City of Palm Coast at is meeting of ___ _____, 2010.

ATTEST: CITY OF PALM COAST

_____ By:_____
Clare M. Hoeni, City Clerk Jim Landon, City Manager
Date: _____

Approved by (Initials and date):
_____/__/___ Responsible Department Director
_____/__/___ City Finance
_____/__/___ PCMD
_____/__/___ City Attorney

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EXHIBIT A
Description/Scope of Services

Please see the following eight pages.

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Section 1
General Description of Services

Palm Coast, Florida – FiberNet Overview

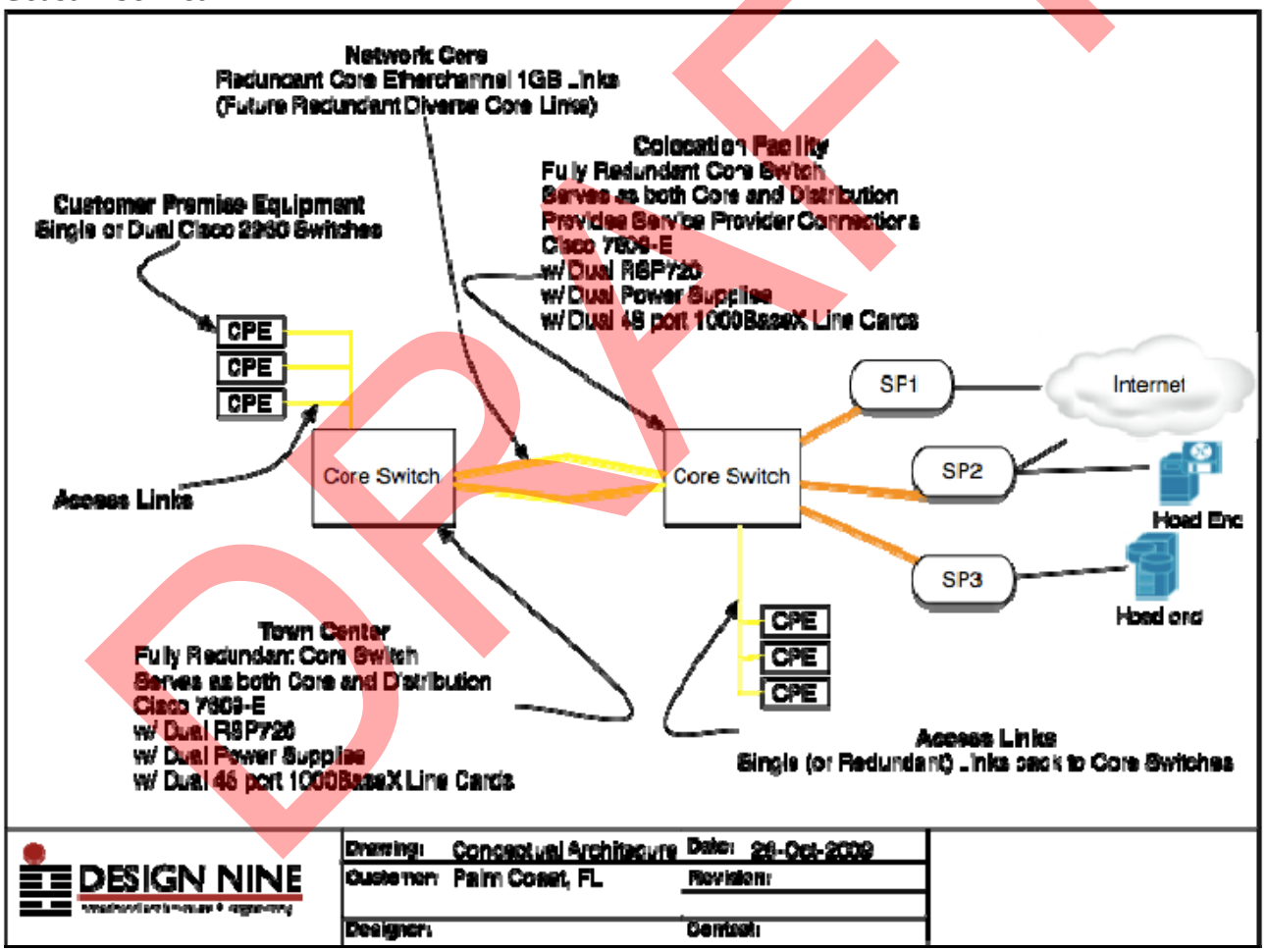
Palm Coast, Florida, currently has a fiber optic ring deployed throughout the community, consisting primarily of 288 count fiber cable.

This document defines the scope for Operations and Management for the physical infrastructure and will serve as a Request for Proposals (RFP) for Operations and Management of the FiberNet Network.

The initial section of this document should be considered informational and is provided to assist bidders in responding to the actual requirements.

This RFP may be awarded to more than one firm.

Palm Coast FiberNet



Network Core

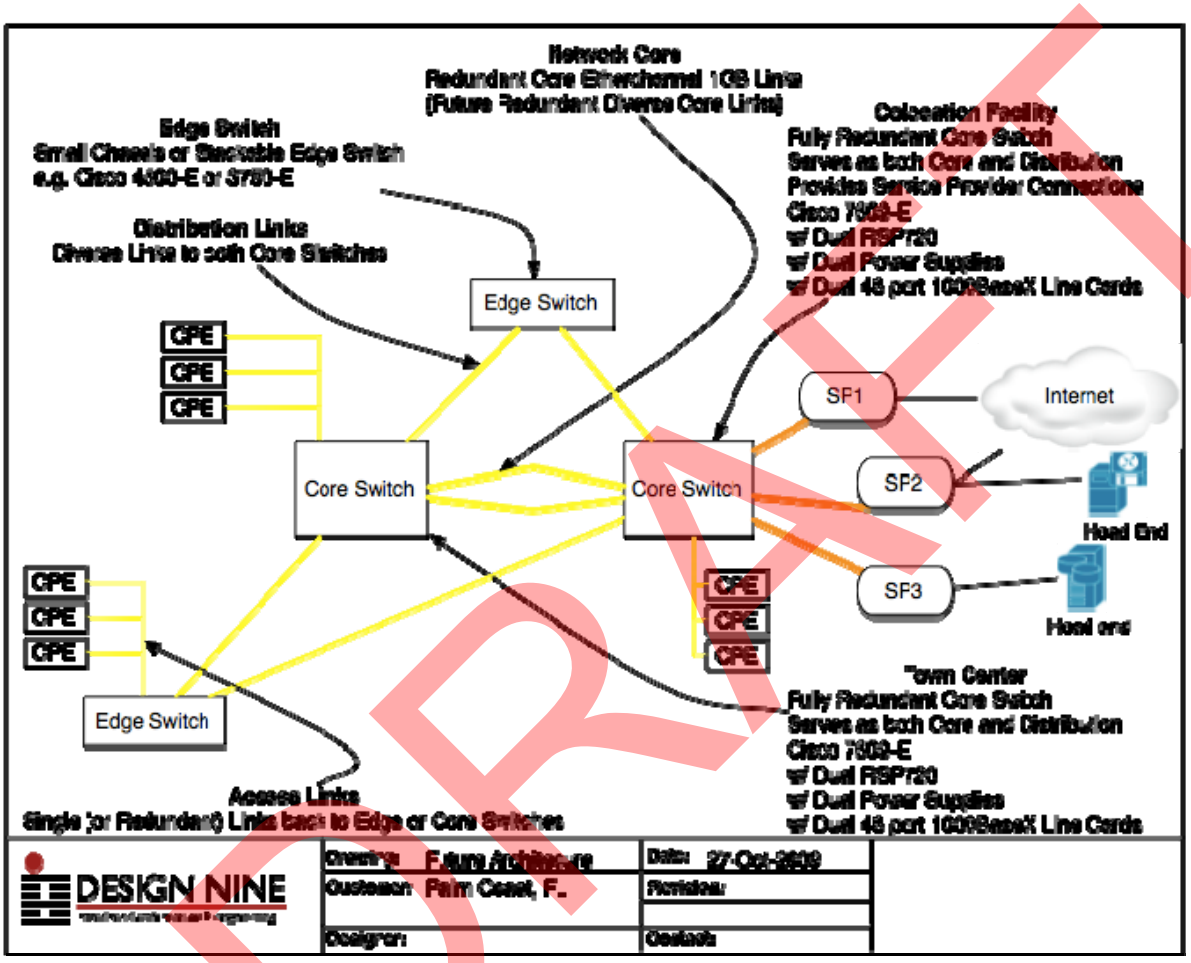
The core network is an IP/MPLS Metro Ethernet core. IP (Internet Protocol) is the technology for providing the services. MPLS (Multi Protocol Label Switching) allows for the coexistence of multiple services in the network, while providing traffic engineering and fast-reroute capabilities (sub-50ms recovery in the case of network failure). Ethernet is used at the data-link layer, as it has emerged as a cost-effective technology for providing 1 Gigabit and 10 Gigabit services in a metropolitan environment.

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The dual core environment for the Palm Coast FiberNET will consist of two fully redundant 7609-E chassis (dual power, dual control (RSP720), dual line cards). Links between the core switches shall be redundant fiber links. The current physical path between the two core switches will be a collapsed loop, but once construction on the diverse path is complete the redundant core links will be diverse path as well.

Distribution and Access Networks

During the pilot phase there is are no additional edge switches for distribution as the core switches will function as both core and distribution. However, the distribution and access network will be Metro Ethernet fiber drops using a pair of fiber per premise. Redundant paths from the core switches can be engineered if it is requested by a subscriber (but will require an additional CPE device at the customer premise).



Service Areas

The network is designed in such a way that additional service areas could be added delivering business services, and that the network could be expanded support fiber-to-the-premise.

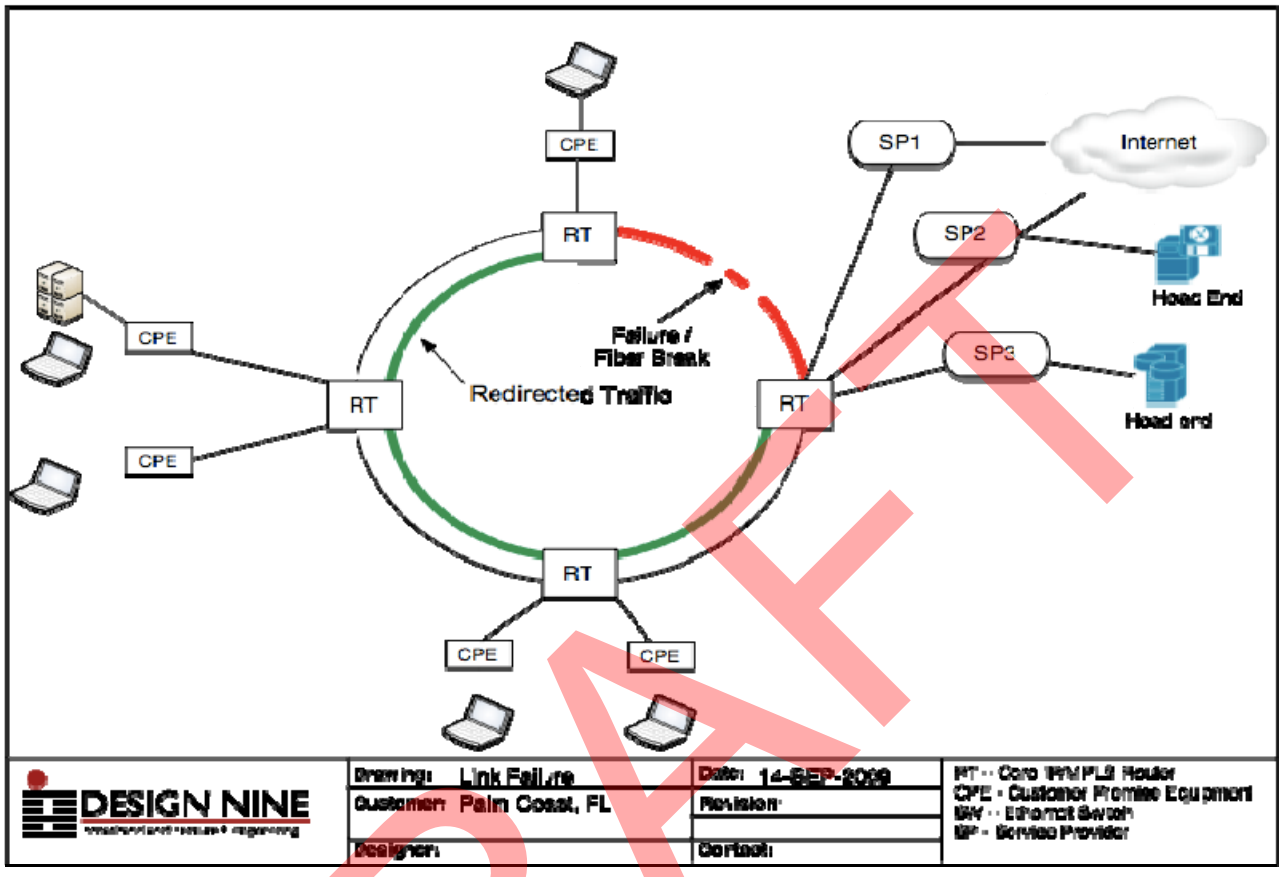
The City will continue to build the FiberNet to additional locations over time and would like to maintain a long-term relationship with the selected vendor to this RFP. However, the selected vendor shall not be considered an exclusive contractor of the City for fiber or other construction.

The Palm Coast network provides data communications to businesses and institutions. These services are critical to the business and safety of these organizations. Therefore, the network is designed in a fashion to provide resiliency in the case of network failure.

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Core Network

The core network can suffer failure of core fiber cable, core switch failure (as well as failure of core switch facility), and core switch card failure.



Recovery from core fiber failure is handled by diverse fiber paths between core switches. The Palm Coast fiber network has been deployed in a ring fashion, allowing for diverse fiber switches. Therefore, each core switch should have, at a minimum, two core fiber interfaces, each following a different fiber path. During the network pilot, the fiber will be configured in a collapsed ring while the redundant path is being constructed.

In the case of fiber failure, core switch/facility failure, or uplink interface failure, it is unlikely that a change to the network topology will occur. In this case, each router in the network must decide alternative paths to forward traffic that would have normally been forwarded over the failed path.

As previously discussed, MPLS handles the convergence of the network after failure. The MPLS fast-reroute feature (FRR) allows the network to converge with 50 ms. This is accomplished by created standby LSP's between core switches following diverse paths that are utilized when failure occurs in the network.

MPLS differs from SONET APS in that it does not necessitate backup interfaces in order to provide network resiliency. When an MPLS-enabled router detects that a path has failed, it makes a forwarding decision on a per-hop basis as to whether it should send traffic over the primary or backup LSP.

For purposes of efficiency in traffic flow with an MPLS network, it is desirable to connect the core switches in a mesh topology as much as possible. In a smaller core network (<5 switches) this is irrelevant, but could become more desirable as the network grows in size. It is critical to include diverse fiber paths as much as possible when creating a meshed network.

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Access Network

The access network – the connection between the customer site and the core switch location, typically has limited network resiliency. Typically, a location is served by a single fiber connection. Failure of this fiber connection, the customer's CPE, or the core switch to which the site is attached would cause loss of service to the customer.

This condition can be offset by providing multiple fiber connections into a customer site. It is a business decision whether to provide multiple fiber connections and/or diverse fiber paths into a customer site. Some options to provide network resiliency in the access network include:

A. Multiple fiber connections – in this scenario, two pairs of fibers are connected into the customer's facility. They may or may not follow the same distribution fiber path to the core switch facility(s). They could connect to one or two CPE devices. This provides resiliency against distribution fiber failure (unless both pairs of fiber follow the same router), transceiver failure, core switch failure (if connected to diverse core switch facilities), or core switch card failure.

B. Multiple CPE devices – in this scenario, two CPE devices are deployed at the customer site. It would require multiple fiber connections, and provides recovery if a CPE device fails.

C. Multiple core switch connections – in this scenario, each pair of access fibers connects to different core switches (ideally following diverse fiber paths). This handles failure conditions of core routing facilities.

When network failure occurs, network protocols will attempt to handle the failover. The access network is deployed as a Layer 2 Ethernet network.

Outside O&M RFP Requirements

Interested Bidders

Respondents should provide the City with a description of their capabilities, qualifications, and references to maintain and operate a fiber optic network including inside plant maintenance, outside plant maintenance, and service restoration.

Oral Presentations

After preliminary evaluations are completed, a short list of qualified vendors may be invited to give an oral presentation. This presentation is optional at the discretion of the City. Vendors found to be non-responsive to the RFP will not be invited to give an oral presentation. However, no proposal may be altered or enhanced during an oral presentation.

Scope of Work

The City of Palm Coast maintains point-to-point connectivity via fiber optic cable for wide area networks, at several points throughout the City. These locations include emergency services and public safety installations, such as Police and Fire Stations, where Palm Coast's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. The successful bidder or bidders will be required to provide first time consultation on each location prior to networking.

Work Orders

The City will issue Work Orders for new services, changes to existing services, and termination of existing services. Work Orders will be issued and agreed to on a "Fixed Fee Basis" or on a "Time and Materials Basis" which will contain a Not-to-Exceed amount.

Typical new service Work Orders will include mounting of hardware (patch panels, termination units) installing drop conduit and drop fiber, pulling drop fiber in existing conduit, pulling riser conduit and fiber, and any required fusion or mechanical splicing and termination necessary to provision a service from a Palm Coast FiberNet facility to an end user.

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Other service orders may involve high count fiber optic splicing, backbone conduit and fiber installation, or other inside plant work. Moves, changes, or termination of service may require a work order for removing existing infrastructure or facilities.

Installation Requirements

Complete and Timely Installation

The vendor will be solely responsible for complete and timely installation of all proposed outside plant fiber optic cables and connectors. The City of Palm Coast reserves the right to bid out larger jobs as separate projects.

Cable Routing

Before the installation of any fiber optic cable, a Cable Routing Plan will be submitted to the City of Palm Coast's IT&C Department Operations Manager for approval.

Sites Left Clean

The vendor will complete the installation by leaving the site "clean." The vendor will make all necessary repairs to any asphalt, concrete, grass, etc. due to trenching, boring, and/or utility pole attachment.

Site Drawings

Before the work is approved for payment by the City of Palm Coast, the vendor will provide the City's IT&C Department Operations Manager with a set of professional legible drawings. Drawings should be accurately marked to indicate the following:

- Routing of fiber optic cable
- Depth of cable (buried)
- Location of man holes and pull-boxes (hand holes)
- Types of fiber optic cables
- Location of splice cases
- Location of slack loops (service loops)

Fiber Optic Testing

Upon completion of each fiber optic installation, the vendor must test all single mode fiber at 1310nm and 1550nm wavelengths. An Optical Time Domain Reflectometer (OTDR) equivalent to or better than the NetTest CMA4500 or CMA5000 must be used to test.

All test results must be submitted in both hard and soft copy form along with two (2) copies of as built drawings of the fiber optic cabling layout.

Attenuation should be less than the standards noted below. Any loss greater than the standards noted below must be approved by the City or repaired.

Optical Fiber Cable Type	Wavelength (nm)	Maximum Attenuation (dB/km)
Single mode inside plant cable	1310	1.0
	1500	1.0
Single mode outside plant cable	1310	0.5
	1500	0.5

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Fiber Labeling
Upon completion of each network installation, the vendor will label all terminated optical fibers on both ends with a machine-generated label using a corresponding numbering and/or name scheme (both ends must have the same number).

Buried Cable Placement
The City makes a distinction between the 'Distribution Network' fiber optic cable and the 'Drop' fiber optic cable when it determines the requirements for cable placement. The 'Distribution Network' cable is typically in the public right of way and is a high count fiber. The 'Drop' cable is the fiber optic cable which runs directly into the customer premise and then connects to the 'Distribution Network' cable at a junction box.

Distribution Network
All fiber cables must be dielectric loose tube with a dry blocking agent.

All cables must be placed at a depth of thirty inches or greater.

All trenched or directional bored cable must have tracer wire placed along with the cable. Tracer wire must be number twelve gauge or larger and have a HMWPE covering.

All trenched and directional bored cable must include an inner-duct. The inner-duct must have a diameter of one and one quarter inches and manufactured of HDPE. The inner-duct will be orange in color for visibility.

All trenched cable will include a warning tape placed twelve inches above the actual depth of the cable.

All buried cables placed in public Right of Way must have a permit from the City of Palm Coast.

All buried cable locations must be submitted in GPS format to the IT&C Department.

Drop Cable
Vendor will work with City to determine the most cost effective method to install Drop cables.

Options will include the use of direct burial cable and micro trenching (slot cut) installation.

All Drop cable installation materials and methods must be approved by the City prior to installation.

When federal, state, city, or county requirements differ from those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994, adhere to governmental requirements only when they are more stringent than those of the NESC, Bicsi Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994.

Service Restoration
The City will issue Emergency Service Restoration Work Orders for restoration of services. It is expected that on a 24/7/365 basis, Emergency Service Restoration Work Orders will be responded to within 30 minutes of notification and staff will be on site within one (1) hour of the initial notification when warranted.

A service phone number must be available for 24-hour calling and an escalation procedure must be provided within the proposal response. The escalation procedure should include alarm monitoring capabilities with response times, provisioning and service order resolution, the trouble reporting method, first response time, call-out procedures with contact names and telephone numbers, and any other relevant information.

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Due to the redundant nature of the Palm Coast FiberNet, not all fiber cuts will require an emergency restoration and for all service restoration Work Orders, the City will attempt to have initial debugging completed, and for a major trunk failure will have priority assigned for cut fiber.

Service Restoration Work Orders may include emergency conduit repair, pulling fiber cable, and high count splicing.

Vendor Requirements
Vendor must have local, full-time employees who are qualified to provide technical support for fiber optic cable, splicing, and equipment and services purchased by the City from the vendor.

Adequate Staffing
Vendor shall have a fully staffed business office, which includes, at a minimum, one (1) person to answer service calls and operational questions and two (2) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the vendor. (In addition, the vendor must give the trouble escalation schedule in terms of who handles the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)

Full Service Coverage
Vendor agrees to provide normal service between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding City holidays. Vendor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means “resolving problems that occur that interfere with the normal operation of The City’s business and the FiberNet network.”

Timely Response
Vendor agrees to provide four (4) hour response time for normal service requirements during business hours and 30-minute acknowledgment, one (1) hour response (on-site), 24 hours a day, 7 days a week, for emergency restoration service.

Dispatch Number
Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week.

Qualified Employees/Technicians
Vendor must provide one or more on-staff employees who are BICSI RCDD (Registered Communications Distribution Designer) OSP Certified and/or have a minimum of ten (10) years experience with outside plant cabling, who are full-time employees and are based in or near Flagler County, with evidence of the certification and/or experience attached to the bid. Additional RCDD OSP Certified employees or years of experience would be preferred but not required. Out of town consultants and employees will not qualify. These certifications will be verified.

Adequate Parts Inventory
Vendor must maintain a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract. The chosen vendor’s spare parts inventory may be inspected at any time during the contract period for compliance. Failure to comply could cause forfeiture of the contract.

Work Eligibility for non US Citizens
Vendor shall provide proof of necessary employment eligibility verification for any non-US Citizen personnel. Bidder must provide a copy of its City of Palm Coast Business License. And, as stated above, bidder must also provide a copy of its Florida State Contractor’s License.

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Warranty
All fiber optic cabling and connectors must include a guarantee of one (1) year on all labor and material.

Additions and Changes, Per-Hour Labor and Site Visit Charge
During the period of this contract, the City may require cable maintenance or moves on previously installed cable. Vendors should quote the per-hour labor charge on this type of service and minimum charge for a site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Service Out of Business Hours, Per-Hour Labor and Site Visit Charge
The City views police and fire installations as 24-hours-a-day, 7-days-a-week operations. Vendors should quote a per-hour labor charge for service outside of normal work hours, as well as a minimum charge per site visit if applicable, on the space provided in the Pricing Sheet (Section 5).

Claims for Extra Work
No claims for extra work will be allowed unless the same shall have been previously ordered by the City of Palm Coast in writing.

Competitive Pricing
The City expects to receive the lowest prices the vendor is charging other organizations purchasing similar quantities of cabling installation, service, and support. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace.

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EXHIBIT B
Certificate of Liability Insurance

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EXHIBIT C
Work Order Form

WORK ORDER-SERVICES #____

(over $25,000) **Encumbrance PO Number:** _____

City of Palm Coast (Buyer)

Resolution #:_____

Vendor Name:

Address:

City, State & Zip:

Date:

Bid #:

Project:

Council Approval Date:

Budgeted/Existing: _____ **New:** _____ **Continuing Service:**_____

Mail Invoices in duplicate to:

City of Palm Coast

_____

Palm Coast, Florida 321___

Total Cost: $_____

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this_____day of _____, 20___, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____
, Attesting Officer
Date:_____

WITNESSES:

_____

_____
PCMD Approval: _____

Department Head approved RAP on _____.

Scope of Services and Contract approved by the City Attorney prior to execution of the Contract.

Vendor

_____
Officer with Corporate Signatory Authority

CITY OF PALM COAST

_____
Authorized Signatory

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WORK ORDERS
TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.

- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.

- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.

- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.

- By accepting this WO, the Vendor accepts all the terms and conditions included herein.

- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.

- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.

- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.

- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.

- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.

- The Vendor shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision of services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the Vendor, its agents, servants, officers, officials, employees, or subcontractors.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

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- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

- The failure of the City to enforce any provision of this WO, 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 force.

In the event that the terms and conditions of this Work Order are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this Work Order; then the terms and conditions of the underlying contract shall apply.

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EXHIBIT D

Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

_____
Print Name _____
(Seal) Notary Public in and for the County and State Aforementioned
My commission expires:_____

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EXHIBIT E
Fee Schedule

Please see the following three pages.

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Price Proposal Form

Item	Description	Price
1	Single mode Outdoor 12 strand fiber optic cable (per ft installed)	$
2	Cost per foot not installed	$
3	Single mode Outdoor 24 strand fiber optic cable (per ft installed)	$
4	Cost per foot not installed	$
5	Single mode Outdoor 48 strand fiber optic cable (per ft installed)	$
6	Cost per foot not installed	$
7	Single mode Outdoor 96 strand fiber optic cable (per ft installed)	$
8	Cost per foot not installed	$
9	Single mode Outdoor 144 strand fiber optic cable (per ft installed)	$
10	Cost per foot not installed	$
11	Single mode Outdoor 288 strand fiber optic cable (per ft installed)	$
12	Cost per foot not installed	$
13	Trench 36” - Machine (per ft)	$
14	Trench 36” – Hand Dig (per ft)	$
15	Directional Bore 2” (per ft)	$
16	Directional Bore 4” (per ft)	$
17	Directional Bore 6” (per ft)	$
18	Core Bore Structure (each bore)	$
19	Tracer wire 12 GA w/ HMWPE covering (per ft. installed)	$
20	Warning tape (per reel)	$
21	Pull Box (hand hole) 24X36X18 load bearing, installed (each)	$
22	Pull Box (hand hole) 36X24X36 load bearing, installed (each)	$
23	Saw cut concrete or asphalt (per ft)	$
24	Asphalt removal & disposal 4” depth (per sq. ft)	$

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Item	Description	Price
25	Asphalt removal & disposal additional 3” depth (per sq. ft)	$
26	Asphalt replacement – Labor Only (per sq. ft)	$
27	Concrete removal & disposal 5”-6” depth (per sq. ft)	$
28	Concrete removal & disposal additional 2” depth (per sq. ft)	$
29	Concrete replacement – Labor Only (per sq. ft)	$
30	Ground Wire 6GA 500’ (per reel)	$
31	Remove and Replace Access Loop for New/Existing Splice Case	$
32	Mid-Sheath Fiber Entry (each location)	$
33	Install New Splice Case and Place Cables – Buried (each location)	$
34	Re-enter Splice Case and Place Cable (each location)	$
35	Splice 1-24 Optical Fibers	$
36	Splice 25-96 Optical Fibers	$
37	Splice 97-288 Optical Fibers	$
38	Splice Case (each)	$
39	Other charges. Other charges include per-hour labor and site visit charges for service as follows:	$
40	Labor per hour per person, normal business day 8am-5pm (M-F)	$
41	Labor per hour per person, after business hours	$
42	Labor per hour per person, Holiday	$
43	Site visit minimum charge, normal business hours 8am-5pm (M-F)	$
44	Site visit minimum charge, after business hours	$
45	Site visit minimum charge, Holiday	$
46	Backhoe with Operator, normal business hours 8am-5pm (M-F) per hour	$
47	Backhoe with Operator, after business hours (per hour)	$
48	Backhoe with Operator, Holiday (per hour)	$
49	City right of Way Permit (per ft)	$

DRAFT

Item	Description	Price
50	Job Design per ft (3500 ft minimum to include access and maintenance loops) Price will include drawings delivered and retrieved from MLGW, obtain City Right of Way Permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	$
Total of Line Items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50		**$**

Total (in words): $ _____

Please fill out the Price Proposal form in its entirety. Please note that the cost proposal will only be scored on line items: 1, 2, 13, 14, 15, 16, 18, 22, 24, 38, 43, 46, and 50 (highlighted in yellow).

DRAFT

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

EXHIBIT F
Business Tax Receipt

DRAFT

EXHIBIT G
Vendor Registration Form

DRAFT

CITY OF PALM COAST
VENDOR REGISTRATION FORM

Reason for submitting Vendor Registration Form (select one): ☐ New Vendor for the City ☐ Add to the City's bidder list to receive solicitation notices ☐ Address Change ☐ Company Name Change ☐ FEIN# Change

Brief description of goods or services you are providing:

City Department Contact					
Company					
Address					
Address					
City		State:		Zip Code:	
Contact					
Phone #	( )	Fax #:			
E-mail		Internet:			

FEID/SSN:		Check Appropriate Box:	Individual Sole/ Proprietor	Corporation	Partnership	Other

Primary Commodity Code					
Secondary Commodity Codes					

INSTRUCTIONS

Print or type Company name and mailing address to which bids may be sent. List contact person and telephone number(s) and who can give information including price quotes. List mail address for queries and internet, URL, if available. List the Company's (FEIN) Federal Identification Number (the number the Company reports its taxes under) or the owner's Social Security Number if the Company is a sole Proprietorship or Partnership. This is ***required*** for Internal Revenue Service reports.

COMMODITY CODE

Refer to Commodity Code list to determine which commodity code most closely identifies the product or service your company provide and list in Primary Commodity Code block. If there are other products or services that your company provides, list up to five (5) additional codes. The Commodity Code list contains the majority of all commodities or services that the City solicits bids or proposals for on a regular basis. If the product or service you provide is not listed here, the City probably does not solicit bids for it on a regular basis. However, if your commodity or service is not listed, submit a separate list clearly identifying your commodity or services, and the City **may** include it in the future.

Do not list commodities or services that you cannot provide a responsive bid for if solicited. Failure to respond to Invitations (submission of a bid or proposal or a NO-BID statement) indicates a lack of interest and after three times may lead to removal from the bidders list. It is important that you promptly notify us if there is a change of address. Many commodities and services are only solicited occasionally or at lengthy intervals, three (3) to eight (8) years. Since bids are only solicited when there is a requirement, inclusion in the City of Palm Coast bidders list does not guarantee that the bidder will receive a bid for their products or services. Please also visit our website at www.ci.palm-coast.fl.us and/or call fax a request to 386-986-3724.

Mail this page to 160 Cypress Point Parkway, #B-106, Palm Coast, Florida 32164, or fax to 386-986-3724, or E-mail Brothwell@ci.palm-coast.fl.us. **SUBMIT FORM ONLY ONCE**. If you wish to submit additional information, mail under separate cover. Do not fax literature!

STATE OF FLORIDA BUSINESS REGISTRATION

All vendors doing business with the City should be registered with the State of Florida. If the company is an out of state company, it should have a foreign registration with the State of Florida to do business in Florida. Companies can register online at www.sunbiz.org. for a nominal fee.

IRS CERTIFICATION

Under Penalties of perjury, I certify that:

1. The number shown of this form is my correct taxpayer identification number(or I am waiting for one to be issued to me, and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide you correct TIN.

Sign Here	Signature of U.S. Person ▶	Date▶

DRAFT

RESOLUTION NO. 2016-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 26th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1103 | DATE PREPARED: 07/15/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,500)	001-1103-516.46-00		Repair and Maintenance	$ 167,000	$ 165,000	$ 158,500	$ 37,217
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 6,500)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,500	001-1103-516.63-00	IT16FR	Infrastructure	$ 136,188	$ 13,618	$ 20,118	$ 2,754
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 6,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transferring funds from 4600 to 6300 to cover permit and application fees for project IT16FR: Fiber Project. Agenda #16-299

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/26/16 RESOLUTION #: 2016-71

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

7/15/16	Jason McCuen Digitally signed by Jason McCuen Date: 2016.07.15 15:29:39 -04'00'	7/15/16	Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, cn=EH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.07.15 16:09:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/15/16	Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2016.07.15 15:57:01 -04'00'	7/15/16	Lora Howell Digitally signed by Lora Howell Date: 2016.07.15 16:12:56 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-305	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	7/12/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2016 and ending May 26, 2017. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016 Rockledge Crossing Guard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2016
Agenda Date: July 26, 2016
Prepared By: Charlene Jenkins, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a multi-year inter-local agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2016 and ending May 26, 2017.

BACKGROUND:

Pursuant to Section 163.01, Florida Statutes, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this service agreement beginning August 10, 2016 and ending May 26, 2017.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00_
Account Name	Contract Services

PREVIOUS ACTION:

Council previously approved a similar agenda item on June 23, 2015, Item III.5

RECOMMENDED MOTION:

Approve a multi-year inter-local agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2016 and ending May 26, 2017

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and

performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars ($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:
City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 690-3978
Facsimile: (321) 690-3987

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

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

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Cocoa's or Rockledge's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, Cocoa and Rockledge shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Cocoa and Rockledge shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
BETSI BEATTY MOIST
City Clerk

Legislation Details (With Text)

File #:	16-291	**Version:**	1	**Name:**	June, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/1/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 06/30/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.15 thru 06.30.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	July 1, 2016
Agenda Date:	July 26, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 06/30/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through June 30, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-15 thru 06-30-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 98

City Manager = 56

City of Cocoa CRA Board = 5

City Council = 37

Purchase Order Approvals 10-01-15 thru 06-30-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP
67868	3/8/2016	Sunstate Meter & Supply Inc.	$ 31,678.40	3/4/2016	John A. Titkanich, Jr. AICP
67900	3/14/2016	Sunstate Meter & Supply Inc.	$ 27,191.20	3/14/2016	John A. Titkanich, Jr. AICP
67934	3/17/2016	Burton & Associates	$ 28,475.00	3/17/2016	John A. Titkanich, Jr. AICP
67936	3/17/2016	Burton & Associates	$ 26,160.00	3/17/2016	John A. Titkanich, Jr. AICP
67948	3/22/2016	Endeavour Elementary School	$ 40,000.00	3/21/2016	John A. Titkanich, Jr. AICP
67950	3/22/2016	Burton & Associates	$ 34,840.00	3/22/2016	John A. Titkanich, Jr. AICP
68061	4/13/2016	Atlantic Development	$ 40,358.13	4/13/2016	John A. Titkanich, Jr. AICP
68082	4/18/2016	Cardno, Inc.	$ 32,250.00	4/15/2016	John A. Titkanich, Jr. AICP
68117	4/25/2016	Cardno, Inc.	$ 25,700.00	4/25/2016	John A. Titkanich, Jr. AICP
68213	5/16/2016	CDW Government	$ 35,945.06	5/13/2016	John A. Titkanich, Jr. AICP
68281	5/26/2016	SDV Services	$ 34,900.00	5/25/2016	John A. Titkanich, Jr. AICP

Purchase Order Approvals 10-01-15 thru 06-30-16
$25,000 to $50,000 By City Manager (Continued)

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68282	5/26/2016	CDM Smith Inc.	$ 25,000.00	5/25/2016	John A. Titkanich, Jr. AICP
68292	5/31/2016	Coggin Ford	$ 27,305.90	5/27/2016	John A. Titkanich, Jr. AICP
68318	6/1/2016	Bussen Mayer Engineering	$ 44,860.00	5/31/2016	John A. Titkanich, Jr. AICP
68387	6/15/2016	CDW Government	$ 49,915.52	6/14/2016	John A. Titkanich, Jr. AICP

56 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-15 thru 06-30-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure Solution Service	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA
68135	4/28/2016	Infrastructure Solution Service	$ 40,000.00	4/18/2016	DIAMOND SQUARE

5 Purchase Order Approved by CRA

Prepared by Purchasing 7/1/2016

Purchase Order Approvals 10-01-15 thru 06-30-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council
67866	3/8/2016	Florida Bullet Inc.	$ 27,028.66	2/9/2016	City Council
68215	5/16/2016	Glover Oil Company Inc.	$ 40,577.12	7/8/2014	City Council
68337	6/6/2016	Communications Int'l Inc.	$ 28,205.78	4/26/2016	City Council
68365	6/9/2016	Infrastructure Solution Service	$ 40,245.00	5/24/2016	City Council
69417	6/24/2016	Glover Oil Company	$ 33,744.73	7/8/2014	City Council

37 Purchase Order Approved by City Council

Prepared by Purchasing 7/1/2016

Legislation Details (With Text)

File #:	16-302	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/11/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center				
Code sections:					
Attachments:	Cocoa June 2016 Dashboard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2016
Agenda Date: July 26, 2016
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of June, there were 431 usage encounters with a total of 266 prescriptions dispensed.

As part of our annual Employee Health Fair in June, a mass Personal Health Assessment (PHA) event was held. A total of 124 PHA tests were completed that day, along with twelve additional PHA tests at the health center for a total of 136 tests in the month of June.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**5,900**	**553**	**433**	**120**	**341**	**213**	**332**	**507**	**269**	**78**		**968**	**1,324**	**407**	**622**	**4,995**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	136	266
Total	**3,360**				**170**	**112**	**127**	**312**	**134**	**13**		**455**	**623**	**112**	**317**	**2,782**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-310	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	June 2016 EXPENSE Budget Tracking Worksheet.pdf June 2016 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2016 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru June 30, 2016.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/18/16	001-1000-511.40-00	(200)	SHORTFALL IN MEMBERSHIPS AND PUBLICATIONS		2683
	001-1000-511.54-00	200			
05/26/16	001-1000-511.23-00	925	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
2 Budget Amendments/Transfers			Division 1000 Total	$925	
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
04/21/16	001-1100-512.49-00	(827)	ADOBE CREATIVE CLOUD SOFTWARE SUB MEMBER		2750
	001-1100-512.54-00	827			
05/13/16	001-1100-512.23-00	2,750	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16		3088
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
06/01/16	001-1100-512.23-00	2,750	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
4 Budget Amendments/Transfers			Division 1100 Total	$47,500	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN		1919
	001-1103-516.64-00	10,000			
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS		1919

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/16	001-1103-516.31-00	5,005	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS		1919
03/07/16	001-1103-516.52-00	(7,600)	BUDGET TXFR OPER SUPPLIE TO TRAINING		2034
	001-1103-516.55-00	7,600			
03/17/16	001-1103-516.52-00	(9,000)	TXFR FRM OPERATING SUPPLI TO PROFESSIONAL SERVICES		2166
	001-1103-516.31-00	9,000			
03/30/16	001-1103-516.52-00	(6,000)	TXFR FRM OPERATING SUPPLI TO COMMUNICATION SERVICES		2381
	001-1103-516.41-00	6,000			
04/12/16	001-1103-516.52-00	(2,000)	FINAL BILL AT&T MIS		2571
	001-1103-516.41-00	2,000			
04/14/16	001-1103-516.68-10	(11,600)	SOCIAL MEDIA AND TEXT MSG ARCHIVE COST RECLASS		2628
	001-1103-516.52-00	11,600			
05/04/16	001-1103-516.52-00	2,074	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
05/13/16	001-1103-516.12-00	(21,000)	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16		3088
	001-1103-516.23-00	(2,750)			
06/01/16	001-1103-516.12-00	(21,000)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-1103-516.23-00	(2,750)			
06/06/16	001-1103-516.46-00	(2,000)	COVER ANALOG PHONE LINES FOR ADDTNL MONTH		3396
	001-1103-516.41-00	2,000			
18	Budget Amendments/Transfers		Division 1103 Total	($106,030)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
03/24/16	001-1510-536.34-00	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
3	Budget Amendments/Transfers		Division 1510 Total	$91,500	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
03/24/16	001-1600-513.39-00	(15,269)	TXFR FRM CONTINGENCY TO AIDS TO OTHER GOVT AGE		2327
	001-1600-513.81-00	15,269			
04/18/16	001-1600-513.39-00	(15,438)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-1600-581.91-53	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
	001-1600-513.83-01	(25,000)	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2667
	001-1600-581.91-11	25,000			
05/04/16	001-1600-513.52-00	(1,050)	ADDITIONAL POSTAGE FOR TAX NOTICES		2937
	001-1600-513.42-00	1,050			
	001-1600-513.83-01	(15,389)	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-1600-513.83-01	(5,940)			2936
	001-1600-513.39-00	(24,700)	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
05/13/16	001-1600-513.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS		3093
	001-1600-513.34-00	20,000			
05/26/16	001-1600-513.23-00	(925)	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
	001-1600-513.61-00	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
15	Budget Amendments/Transfers		Division 1600 Total	$1,422,874	
1601 - EMERGENCY/DISASTER SVS					
05/04/16	001-1601-525.52-00	1,030	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
1	Budget Amendments/Transfers		Division 1601 Total	$1,030	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
05/04/16	001-1801-513.24-00	45	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
	001-1801-513.27-00	950			
	001-1801-513.22-00	1,228			
	001-1801-513.21-00	1,294			
	001-1801-513.23-00	4,269			
	001-1801-513.12-00	16,914			
2	Budget Amendments/Transfers		Division 1801 Total	$25,577	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT		1811
	001-2100-521.46-00	2,106			
04/01/16	001-2100-521.64-00	(3,000)	TXFR FRM LAW ENF / MACHIN TO LAW ENF / OTHER CHRGS		2438
	001-2100-521.49-00	3,000			
05/04/16	001-2100-521.52-00	3,009	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
05/26/16	001-2100-521.12-00	(140,596)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2100-521.24-00	(8,271)			
	001-2100-521.27-00	2,670			
	001-2100-521.22-00	5,601			
	001-2100-521.15-00	22,870			
	001-2100-521.12-12	140,596			
15	Budget Amendments/Transfers		Division 2100 Total	$26,117	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/26/16	001-2101-521.12-00	(23,862)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2101-521.12-12	992			
4	Budget Amendments/Transfers		Division 2101 Total	($23,108)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
03/30/16	001-2200-522.20-00	(200)	TXFR FRM CLOTHING / SHOE ALLOWANCE		2387
	001-2200-522.21-00	(8,570)	TXFR FRM FICA TAXES		2387
	001-2200-522.23-00	(29,444)	TXFR FRM LIFE / HEALTH INSURANCE		2387
	001-2200-522.12-00	(112,028)	TXFR FRM REGULAR SALARIES & WAGES		2387
	001-2200-522.22-01	(65,427)	TXFR FRM RETIREMENT CONTRIBUTIONS		2387
	001-2200-522.24-00	(5,948)	TXFR FRM WORKER'S COMPENSATION		2387
05/06/16	001-2200-522.24-00	5,948	BUDGET WAS INADVERTENTLY MOVED IN ERROR		2981
06/28/16	001-2200-522.46-03	(2,300)	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN		3661
9	Budget Amendments/Transfers		Division 2200 Total	($217,969)	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES		1919
	001-2201-522.34-00	15,000			
03/30/16	001-2201-522.52-30	(1,157)	TXFR FRM FUEL, OIL, & LUB TO INSURANCE		2381
	001-2201-522.45-00	1,157			
	001-2201-522.20-00	200	TXFR TO CLOTHING / SHOE ALLOWANCE		2387
	001-2201-522.21-00	8,570	TXFR TO FICA TAXES		2387
	001-2201-522.23-00	29,444	TXFR TO LIFE / HEALTH INSURANCE		2387
	001-2201-522.12-00	112,028	TXFR TO REGULAR SALARIES & WAGES		2387
	001-2201-522.22-01	65,427	TXFR TO RETIREMENT CONTRIBUTIONS		2387
	001-2201-522.24-00	5,948	TXFR TO WORKER'S COMPENSATION		2387
04/18/16	001-2201-522.14-00	(137,234)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-2201-522.24-00	4,782			
	001-2201-522.21-00	7,491			
	001-2201-522.22-01	42,324			
	001-2201-522.12-12	98,075			
	001-2201-522.52-00	(4)	PATIENT CARE REPORTS COVER PO		2687
	001-2201-522.47-00	4			
05/06/16	001-2201-522.24-00	(5,948)	BUDGET WAS INADVERTENTLY MOVED IN ERROR		2981
06/01/16	001-2201-522.64-00	(8,000)	CAP 5 STD EMS MACHINE & 2 SOFTWARE SVC PACKS		3346
	001-2201-522.52-00	8,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/28/16	001-2201-522.46-03	2,300	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN		3661
14	Budget Amendments/Transfers		Division 2201 Total	$247,607	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT		1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T		1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME		1806
04/18/16	001-3200-515.12-00	(1,045)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3200-515.12-12	1,045			
05/04/16	001-3200-515.52-00	2,811	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-3200-515.61-00	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY		2938
06/06/16	001-3200-515.52-00	(92)	FLOODPLAIN MNGR ASS RENEW & BLDNG DVS REFERENCE BK		3394
	001-3200-515.54-00	92			
06/28/16	001-3200-515.31-00	(20,000)	FNDS TO UNIVERAL ENGINEER TO PERFORM BLDNG INSP SVC		3665
	001-3200-515.34-00	20,000			
	001-3200-515.52-00	(2,000)	FUNDS TO PAY LEGAL ADS FOR COMP PLAN AND ZONING		3660
	001-3200-515.49-00	2,000			
16	Budget Amendments/Transfers		Division 3200 Total	$169,400	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
06/01/16	001-3205-559.12-00	(1,468)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3205-559.23-00	85			
	001-3205-559.12-12	1,383			
2	Budget Amendments/Transfers		Division 3205 Total	$12,015	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
04/18/16	001-3290-574.12-00	(6)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3290-574.14-00	6			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/16	001-3290-574.12-00	(630)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3290-574.24-00	630			
3	Budget Amendments/Transfers		Division 3290 Total	$0	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
05/04/16	001-3500-519.52-00	2,971	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
3	Budget Amendments/Transfers		Division 3500 Total	$3,971	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
04/18/16	001-3510-541.53-00	(1,000)	ADD FUNDS TO COVER REMAINDER OF FY		2685
	001-3510-541.43-00	1,000			
05/04/16	001-3510-541.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-3510-541.63-00	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-3510-541.63-00	(50,000)			2930
	001-3510-541.63-00	50,000			
	001-3510-541.63-00	95,462			2932
9	Budget Amendments/Transfers		Division 3510 Total	$708,377	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
04/01/16	001-3520-572.52-00	(600)	TXFR FRM OPERATING SUPPLI TO TRAVEL AND PER DIEM		2438
	001-3520-572.40-00	600			
05/04/16	001-3520-572.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
06/28/16	001-3520-572.44-00	(800)	ADD MONEY FOR UNBUDGETED TREE TRIMMING SAFETY CLSS		3662
	001-3520-572.55-00	800			
4	Budget Amendments/Transfers		Division 3520 Total	$3,494	
3540 - PUBLIC WORKS- FLEET MAINT					
04/21/16	001-3540-519.64-00	(3,000)	REPAIRS TO AUTOMATED FUEL SYSTEM AT CITY FLEET		2750
	001-3540-519.46-00	3,000			
05/04/16	001-3540-519.52-00	699	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
2	Budget Amendments/Transfers		Division 3540 Total	$699	
3560 - FACILITY MANAGEMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/18/16	001-3560-519.12-00	(284)	ACCRUAL PAYOUT F MARTIN		2684
	001-3560-519.12-12	284			
05/04/16	001-3560-519.52-00	1,747	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
05/26/16	001-3560-519.64-00	(6,946)	FABRICATION AND INSTALL CITY WELCOME SIGNS		3277
	001-3560-519.52-00	6,946			
3	Budget Amendments/Transfers		Division 3560 Total	$1,747	
3580 - CAPITAL PROJECTS MNGMT					
04/18/16	001-3580-519.62-00	38,709	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
	001-3580-519.64-00	(500)	COVER LEGAL ADS FOR PW BID PACKAGES		2686
	001-3580-519.49-00	500			
2	Budget Amendments/Transfers		Division 3580 Total	$38,709	
136	Total Budget Amendments/Transfers		**GENERAL FUND**	**$2,455,058**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
03/24/16	110-3230-559.72-00	(11,837)	TXFR FRM DEBT SERVICE TO CONTRACT SERVICES		2325
	110-3230-559.83-00	(2,663)	TXFR FRM OTHER GRANTS/AID TO CONTRACT SERVICES		2325
	110-3230-559.34-00	14,500			
06/06/16	110-3230-559.47-00	(500)	ADD FUNDS TO RECORDING DOCUMENTS CLERK OF COURTS		3395
	110-3230-559.49-00	500			
8	Budget Amendments/Transfers		Division 3230 Total	$157,892	
8	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/02/15	111-3230-559.63-00	162,966	FY16 REVISED BUDGET		681
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
04/18/16	111-3230-559.31-00	5,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
	111-3230-559.63-00	10,000			
	111-3230-559.83-00	10,000			
5	Budget Amendments/Transfers		Division 3230 Total	$187,685	
	5 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$187,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3	Budget Amendments/Transfers		Division 3230 Total	($284)	
	3 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
2	Budget Amendments/Transfers		Division 2100 Total	$27,029	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$27,029**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/15/16	301-3580-519.62-00	(31,088)	MOVING LAND-RLTD EXPENSES FROM CAPITAL TO LAND		2654
	301-3580-519.62-00	(13,790)			
	301-3580-519.62-00	(9,453)			
	301-3580-519.61-00	9,453			
	301-3580-519.61-00	13,790			
	301-3580-519.61-00	31,088			
04/18/16	301-3580-519.62-00	(38,709)	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
05/04/16	301-3580-519.62-00	(56,403)	RAILROAD CROSSING MAINTEN ROSA L AND PEACHTREE		2926
	301-3580-581.91-01	56,403			
05/13/16	301-3580-581.91-01	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
7 Budget Amendments/Transfers				Division 3580 Total $0	
7 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
04/04/16	421-1515-536.64-15	(2,600)	TXFR FRM IT HARDWARE TO WATER SEWER OPER SUPL		2443
	421-1515-536.52-00	2,600			
05/04/16	421-1515-536.52-00	9,233	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
06/15/16	421-1515-536.46-00	(200)	NEPTUNE MAPPING SOFTWARE SUBSCRIPTION ACCT CORRECT		3524
	421-1515-536.54-00	200			
	421-1515-536.52-00	(121)	VEHICLE REGISTRATION FOR I.T. VEHICLE NOT BUDGETED		3525
	421-1515-536.49-00	121			
5 Budget Amendments/Transfers				Division 1515 Total $9,233	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
	421-4010-536.46-02	3,000			
03/07/16	421-4010-536.12-00	(1,184)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4010-536.12-12	1,184			
	421-4010-536.12-00	(12,426)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4010-536.14-00	12,426			
03/15/16	421-4010-536.39-00	(127,578)	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/24/16	421-4010-536.39-00	(93,000)	TXFR FRM CONTINGENCY TO GENERAL FUND	2329
	421-4010-581.91-01	93,000		
	421-4010-536.39-00	(408,464)	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT	2326
04/18/16	421-4010-581.91-53	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE	2678
	421-4010-536.39-00	(188,850)	ITEMS INADVERTENTLY OMITT FROM BUDGET	2672
05/04/16	421-4010-536.39-00	(43,275)	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
	421-4010-536.39-00	(36,827)	REPLACE OBSOLETE RADIOS FCC REBAND REQUIREMENT	2924
	421-4010-536.52-00	8,621		
	421-4010-536.63-00	28,206		
05/13/16	421-4010-536.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS	3093
	421-4010-536.34-00	20,000		
05/26/16	421-4010-536.49-00	(1,000)	RECLASS EXPENSE DUE TO STATE ACCT REQUIREMENTS	3273
	421-4010-536.82-00	1,000		
06/13/16	421-4010-536.49-07	(69,817)	FY2015 BANK RECONCILE NON-CASH YEAR END ADJSTMN	3490
	421-4010-536.49-08	69,817		
17	Budget Amendments/Transfers		Division 4010 Total ($534,393)	
4020 - DYAL PLANT				
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE	295
	421-4020-536.46-00	4,000		
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE	872
	421-4020-536.46-00	58,192		873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/07/16	421-4020-536.12-00	(13,056)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4020-536.12-12	13,056		
	421-4020-536.12-00	(26,557)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4020-536.14-00	26,557		
04/18/16	421-4020-536.46-00	188,850	ITEMS INADVERTENTLY OMITT FROM BUDGET	2672
	421-4020-536.46-00	123,606	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117	2671
04/21/16	421-4020-536.63-00	(1,440)	2 HVAC SYSTEMS BANANA RVR & VIERA BOOSTER STATIONS	2750
	421-4020-536.62-00	1,440		
05/04/16	421-4020-536.52-00	7,338	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/13/16	421-4020-536.34-00	(100,000)	EMERGENCY GENERATOR LEASE AT DYAL WTP.	3091
	421-4020-536.44-00	100,000		
05/26/16	421-4020-536.64-00	172,000	PURCHASE USED MOTOR GRADER FOR DYAL WTP	3279
06/01/16	421-4020-536.62-00	(41,440)	HVAC UNITS AT BANANA RVR & VIERA BOOSTER STATIONS	3345
	421-4020-536.64-00	41,440		
06/09/16	421-4020-536.52-00	(49,000)	PURCHASE FUEL FOR AUX PWR GENERATORS & GEAR OIL	3457

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/09/16	421-4020-536.52-30	49,000	PURCHASE FUEL FOR AUX PWR GENERATORS & GEAR OIL		3457
14	Budget Amendments/Transfers		Division 4020 Total	$1,372,033	
4025 - WATER FIELD OPERATIONS					
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN		1421
	421-4025-536.46-02	27,608			
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/02/16	421-4025-536.12-00	(44,125)	ACCOUNTING ADJUSTMENT TO OTHER SALARIES & WAGES		1981
	421-4025-536.13-00	44,125			
03/07/16	421-4025-536.12-00	(945)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4025-536.12-12	945			
	421-4025-536.12-00	(28,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4025-536.14-00	28,000			
03/17/16	421-4025-536.46-00	(10,000)	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES		2166
	421-4025-536.34-00	10,000			
04/07/16	421-4025-536.46-00	(2,136)	ARBITRATOR FEE -SANDERLIN		2503
	421-4025-536.31-00	2,136			
04/14/16	421-4025-536.12-00	(76)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM		2627
	421-4025-536.12-12	76			
04/18/16	421-4025-536.46-00	(210,708)	ADDTNL FNDS INCREASED FDEP TESTING - ACE FLOW		2673
	421-4025-536.46-00	210,708			
05/04/16	421-4025-536.52-00	17,121	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
05/18/16	421-4025-536.44-00	(1,000)	TRANSFER TO COVER POSTAGE AND FREIGHT REMAINDER FY		3152
	421-4025-536.42-00	1,000			
05/27/16	421-4025-536.68-10	(20,000)	INFRAMAP NOW LICENSE BUDGETED IN 68-10 IN ERRO		3293
	421-4025-536.52-00	20,000			
06/01/16	421-4025-536.22-00	(47,913)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4025-536.12-12	22,141			
06/06/16	421-4025-536.55-00	(2,600)	WFO MANAGER TO ATTEND ESRI CONFERENCE IN CALIFO		3391
	421-4025-536.40-00	2,600			
06/28/16	421-4025-536.44-00	(653)	COVER COSTS FOR FY16 FOR HERITAGE CRYSTAL CLEAN		3659
	421-4025-536.31-00	653			
	421-4025-536.46-02	(23,000)	COVER REPAIRS AND MAINTEN FOR WFO REMAINDER FY16		3666
	421-4025-536.46-00	23,000			
	421-4025-536.46-00	(19,006)	PURCHASE TEAM INSERTVALVE WITH UNENCUM FUNDS		3664
	421-4025-536.64-00	19,006			
17	Budget Amendments/Transfers		Division 4025 Total	$50,698	
4055 - ENGINEERING					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			
	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
03/07/16	421-4055-536.12-00	(9,507)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4055-536.12-12	9,507			
04/06/16	421-4055-536.63-00	(50,000)	WATER CAPITAL PLAN		2489
	421-4055-536.68-10	50,000			
04/14/16	421-4055-536.12-00	(1,171)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM		2627
	421-4055-536.12-12	1,171			
04/18/16	421-4055-536.63-00	(298,066)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS		2676
	421-4055-536.63-00	(123,606)	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117		2671
05/04/16	421-4055-536.55-00	(408)	REPLACE MONITOR FOR CAD DRAFTER IN ENGNRING STN		2925
	421-4055-536.52-00	408			
	421-4055-536.52-00	2,796	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
05/26/16	421-4055-536.63-00	(172,000)	PURCHASE USED MOTOR GRADER FOR DYAL WTP		3279
06/01/16	421-4055-536.12-00	(226)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4055-536.12-12	226			
06/06/16	421-4055-536.12-00	(500)	COVER UNANTICIPATED OVERTIME EXPENSES		3392
	421-4055-536.14-00	500			
15	Budget Amendments/Transfers		Division 4055 Total	$1,031,334	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT	768
	421-4120-536.64-00	500		
12/22/15	421-4120-536.63-00	(30,000)	WS1306	990
	421-4120-536.68-10	30,000		
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET	1018
	421-4120-536.64-15	556		
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT	1316
	421-4120-536.64-00	2,920		
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT	1417
	421-4120-536.64-00	892		
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT	1806
	421-4120-536.12-12	6,030		
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES	1919
	421-4120-536.52-00	1,300		
03/07/16	421-4120-536.12-00	(7,040)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4120-536.14-00	7,040		
04/18/16	421-4120-536.64-00	(1,345,070)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS	2676
	421-4120-536.63-00	1,643,136		
05/04/16	421-4120-536.52-00	2,594	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/13/16	421-4120-536.52-00	(2,441)	DIESEL TANK FILTRATION MAINT SYSTEM	3089
	421-4120-536.64-00	2,441		
06/01/16	421-4120-536.12-00	(35,815)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	421-4120-536.13-00	505		
	421-4120-536.22-00	9,970		
	421-4120-536.12-12	25,340		
13 Budget Amendments/Transfers			Division 4120 Total $300,660	
4125 - SEWER FIELD OPERATIONS				
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT	710
	421-4125-536.22-00	2,506		
	421-4125-536.22-00	(2,506)		715
	421-4125-536.12-00	2,506		
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/07/16	421-4125-536.12-00	(10,000)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4125-536.14-00	10,000		
03/15/16	421-4125-536.63-00	127,578	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE	2165
03/24/16	421-4125-536.64-00	408,464	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT	2326
05/04/16	421-4125-536.52-00	4,193	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/16	421-4125-536.24-00	452	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4125-536.22-00	10,620			
	421-4125-536.12-00	14,700			
06/09/16	421-4125-536.46-00	(5,700)	COVER COST OF CONTRACTED MOWING OF LIFT STATIONS		3458
	421-4125-536.34-00	5,700			
06/28/16	421-4125-536.63-00	(591,657)	MOVE FNDS FRM LIFT ST 17 TO LIFT STN 4		3667
	421-4125-536.63-00	591,657			
10	Budget Amendments/Transfers		Division 4125 Total	$609,336	
91	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,838,901**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT		1806
	423-3570-538.12-12	1,082			
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026		1818
	423-3570-538.61-00	20,000			
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028		1812
	423-3570-538.63-00	20,963			
05/26/16	423-3570-538.63-00	(50,000)	DIAMOND SQ RDA OFF-SITE STORMWATER MANAGEMENT		3278
	423-3570-538.63-00	(40,245)			
	423-3570-538.63-00	40,245			
	423-3570-538.61-00	50,000			
06/06/16	423-3570-538.44-00	(675)	EDUCATIONAL BROCHURES REQUIRED PER NPDES PERMIT		3393
	423-3570-538.47-00	675			
06/28/16	423-3570-538.39-00	(13,000)	PURCHASE LAKEMONT DR LAND FOR STORMWATER		3663
	423-3570-538.61-00	13,000			
7	Budget Amendments/Transfers		Division 3570 Total	$0	
7	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	
1801 - HUMAN RESOURCES					
04/18/16	530-1801-513.23-00	810,532	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-1801-513.31-00	864,802	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
	530-1801-513.23-00	3,967,387			
2	Budget Amendments/Transfers		Division 1801 Total	$5,642,721	
2	Total Budget Amendments/Transfers		**HEALTH INSURANCE FUND**	**$5,642,721**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

261 Transfers & Amendments between 10/1/2015 and 6/30/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS	**11,309,002**

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: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 7/15/2016

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
03/24/16	001-0000-381.91-21	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
04/18/16	001-0000-389.99-50	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
05/04/16	001-0000-389.99-50	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY		2938
	001-0000-381.91-30	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-0000-389.99-50	95,462			2932
05/13/16	001-0000-381.91-30	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
05/26/16	001-0000-389.99-50	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
12 Budget Amendments/Transfers			Division 0000 Total	$2,455,058	
12 Total Budget Amendments/Transfers			**GENERAL FUND**	**$2,455,058**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2 Budget Amendments/Transfers			Division 0000 Total	$157,892	
2 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
04/18/16	111-0000-381.91-01	25,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
2 Budget Amendments/Transfers			Division 0000 Total	$187,685	
2 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$187,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1 Budget Amendments/Transfers			Division 0000 Total	($284)	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
1 Budget Amendments/Transfers			Division 0000 Total	$27,029	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$27,029**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
04/18/16	421-0000-389.99-50	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678
4 Budget Amendments/Transfers			Division 0000 Total	$2,838,901	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
04/18/16	530-0000-381.91-01	405,266	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-0000-381.91-21	405,266			
	530-0000-341.20-00	4,832,189	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
2 Budget Amendments/Transfers			Division 0000 Total	$5,642,721	
2 Total Budget Amendments/Transfers			**HEALTH INSURANCE FUND**	**$5,642,721**	

24 Transfers & Amendments between 10/1/2015 and 6/30/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **11,309,002**

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: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 7/15/2016

Legislation Details (With Text)

File #:	16-311	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Chang Order Authorizations - June 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of June 30, 2016. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | 7/13/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WSLS04	Construction Inc.											
Op. Rev.		617,870.00										
Project Manager:		61,787.00	contingency authorized									
account #		556,083.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO # Construction INC Pending			FY16 PO Issue	FY 2016		-		$ 250.00	n/a		
	Bid No. B-16-14-COC				30548	250.00						
	Vendor name PO # 68384 FL Dept Env				PENDING							
		61,787	^contingency balance-->				v					
PWPAVE	Goodson Paving											
Op. Rev.		300,000.00	4/26/2016	2016-39								
Project Manager:		36,755.84	contingency authorized									
account #	001-3510-541-63-00	263,244.16	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Goodson P.O. 68188			FY16 PO Issue	FY 2016	30267	263,244.16	263,244.16	263,244.16	$ -	n/a	
	Bid No. B4-15-57											
		36,756	^contingency balance-->				v					
WS1222	WRF Motor Controls Sellers											
Op. Rev.		2,334,400.20	4/12/2016	2016-37								
Project Manager:		212,218.20	contingency authorized									
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Chinchor Electric Inc PO 68119			FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00	2,122,182.00	$ -	n/a	
	B-16-05-COC											
		212,218					v					
CP11FS	Fleet Garage Addition											
Op. Rev.		275,900.00	4/12/2016	2016-25								
Project Manager:		10,000.00	contingency authorized									
account #	001-3580-519-62-00	265,900.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PARKIT CONSTR. PO # 68120			FY16 PO Issue	FY 2016	30169	265,900.00	265,900.00	265,900.00	$ 13,704.75	n/a	
	Bid No. B-16-03-COC Fleet											
		10,000	^contingency balance-->				v					
Info												
CP16F2	Fire Station #1 Design											
Op. Rev.		108,490.20	1/12/2016	2016-15								
Project Manager:		5,166.20	contingency authorized 5%									
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY16 cum				
	Architects Design Group PO#67486			FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	103,324.00	$ 61,822.45	n/a	
	Bid No. RFQ-11-12-COC											
		5,166	^contingency balance-->				v					

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0904	Lining of Sanitary Sewer Mains											
Op. Rev.		325,756.87	12/8/2015	2015-083								
Project Manager:		20,000.00	contingency authorized									
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY16 cum				
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	305,756.87	$ -	n/a		
	Contract No. 0113-1010 City of Daytona Beach											
		20,000	^contingency balance-->				v					
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape											
Op. Rev.		659,839.00	12/8/2015	2015-085								
Project Manager:		59,985.00	contingency authorized									
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY16 cum				
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	599,854.00	$ 239,638.22	n/a		
	Bid No. Sole Source											
			Project number changing WS16MC									
		59,985	^contingency balance-->				v					
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services											
Op. Rev.		9,425,900.00	12/8/2015	2015-091								
Project Manager:		856,900.00	contingency authorized									
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY16 cum				
	PETTICOTT-SCHMITT #67619		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	$ 8,569,000.00	$ 349,977.84	n/a		
	Bid No. B-15-23-COC											
		856,900	^contingency balance-->				v					
CP16F1	Fire Station Headquarters/Admin Building											
Op. Rev.		152,899.95	2/23/2016	2016-14								
Project Manager:		7,280.95	contingency authorized 5%									
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY16 cum				
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	196,574.00	196,574.00	$ 87,239.60	n/a		
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteriaa EOC at Fire Headquarters*		30171	50,955.00						
* Fire Stations 1 and 2 were switched after Council		**7,281**	^contingency balance-->				v					
CP16F3	Fire Station #2 Design											
Op. Rev.		161,916.30	12/8/2015	2016-16								
Project Manager:		7,710.30	contingency authorized 5%									
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY16 cum				
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	154,206.00	$ 106,894.45	n/a		
	Bid No. RFQ-11-12-COC											
		7,710	^contingency balance-->				v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401												
Op. Rev.		157,008.00	11/10/2015	2015-075									
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00							
account # 421-4055-536.63-00		107,008.00	exp authorized before contingency				Cumulative	FY16 cum					
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00	107,008.00	$ 107,008.00		$ 105,632.00	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC												
	a/k/a Anderson Diving												
		50,000	^contingency balance-->				v						
WS1176	Elevated Storage Tank Structural Repairs Project												
Op. Rev.		753,157.00	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089									
Project Manager:		68,400.00	contingency authorized	2015-066		46-00							
account # 421-4020-536.46-00		684,757.00	exp authorized before contingency				Cumulative	FY16 cum					
	C&D Construction, Inc. PO # 67462		FY15 PO Issue	FY 2015	28386	600,000.00	600,000.00			$ 701,651.33	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)	-						
			12/08/15 Council approved additional funds to complete project				-						
			FY2016 PO	FY2016	29384	684,757.00	684,757.00	$ 684,757.00					
			CO#1 - additional work due to condition of original plates		29384	23,981.72	708,738.72	708,738.72					
		44,418	^contingency balance-->				v						
WS0803	Indian River Drive Watermain Improvements												
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033									
Project Manager: Andrew Dugan		209,700.00	10% contingency authorized			63-00							
account # 421-4055-536-63-00		2,097,000.00	exp authorized before contingency				Cumulative	FY16 cum					
	Maxwell Contracting, Inc. PO 67040		FY15 PO Issue	FY 2015	27968	2,097,000.00	2,097,000.00			$ 1,131,083.51	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)	499,792.45						
			FY16 PO Issue	FY2016	**28763**	1,597,207.55	2,097,000.00	1,597,207.55					
			CO#1 additional costs for unseen work		29595	19,799.23	2,116,799.23	1,617,006.78					
			CO#2 replace 2" galvanized water main		29656	49,371.00	2,166,170.23	1,666,377.78					
			CO#3 replace 8" gravity sewer on IRD/Mulberry St.		29964	33,000.00	2,199,170.23	1,699,377.78					
			CO #4 Dock Locates line stops		30339	28,213.05	2,227,383.28	1,727,590.83					
		79,317	^contingency balance-->				v						
PW08PT and WS1509	Peachtree Street Improvements Phase II												
Lap Agree. 1,387,500		2,741,212.92	3/24/2015 V .8.	2015-018		3510-541-63-00 4055-536-63-00							
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized for construction & SDC										
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency				Cumulative	FY16 cum					
2-account # 421-4055-536-63-00													
Restr Reserves $340,920 W/S $956,198													
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27	1,553,694.27			$ 1,919,129.07	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428	812,436.70	2,366,130.97						
			65818 FY15 PO Issue	FY 2015	27271	167,479.59	2,533,610.56						
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415	77,035.54	2,610,646.10						
	Acct 2 PO# 67400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015		(45,285.65)	2,565,360.45				31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)	2,443,818.47				45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)	1,129,342.58				239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015		(661,885.20)	467,457.38				150,551.50		
			67188 FY16 PO Issue	**FY 2016**	**29046**	**900,000.00**	1,367,457.38	900,000.00	v	1,244,549.59			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98	1,488,999.36	1,021,541.98	v	69,200.65			
			67400 FY16 PO Issue	FY 2016	29302	354,503.35	1,843,502.71	1,376,045.33	v	560,093.18			
			67399 FY16 PO Issue	FY 2016	29298	45,285.65	1,888,788.36	1,421,330.98	v	45,285.65			
			CO#1PO#67188			**414,475.89**	2,303,264.25	1,835,806.87					
			CO#2 PO#67188 remove traffic signal at Peachtree/Fiske no longer in plans		**29887**	**(93,395.18)**	2,209,869.07	1,742,411.69					
			CO#3 PO#67188 modify drainage structure etc		**29902**	**39,581.21**	2,249,450.28	1,781,992.90					
			CO#4 PO#67188 modify lighting and electrical activity		**29903**	**(20,567.58)**	2,228,882.70	1,761,425.32					
			CO#5 PO 67188 Peachtree St Improvement Phase 2		**30278**	**55,478.46**	2,284,361.16	1,816,903.78					
			CO#1 PO 67400 Carry Forward of funds			307,381.85	2,591,743.01	2,124,285.63					
			CO#2 PO 67400 Addition of water main line			37,433.58	2,629,176.59	2,161,719.21					
		85,003.71	^contingency balance--> Public Works			(18,903.09)							
		8,096.66	^contingency balance--> Utilities			18,497.62							
		93,100.37	Total contingency balance			(405.47)	Unreconciled difference to be researched.						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements												
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00							
Project Manager: Anna Hoang, Engineering		110,347.00	10% contingency authorized of $1,103,473										
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY16 cum					
	Brandes Design-Build, Inc. PO # 67359		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00			$ 602,334.50	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00						
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00	883,423.00					
			CO#1		29489	7,268.19	1,110,741.19	890,691.19					
			CO#2		30181	7,419.37	1,118,160.56	898,110.56					
			CO#3		30320	32,643.88	1,150,804.44	930,754.44					
		63,016	^contingency balance-->										
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager: Anna Hoang		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY16 cum					
	Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			$ 729,361.68	$ 2,959,457.53	n/a	n/a
	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		*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	1,542,102.38	v	$ 678,784.82			
			*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	1,563,536.45	v	$ 43,440.32			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	1,616,537.56	v	$ 7,136.54			
	CH2M PO #67455		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09	1,639,570.56					
			*CO#1 PO **67318***		29647	53,686.38	4,652,714.47	1,693,256.94					
			*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12	1,702,174.59					
		227,868	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00							
account #421-4055-536.63-00		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5											
		2,316,644.00	exp authorized before contingency					Cumulative	FY16 cum					
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 744,278.32	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00						
					26634		(2,316,644.00)							
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00						
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00						
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00						
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10						
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,369,468.90					
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->											
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade													
Op. Rev.		645,947.00	7/8/14 V.3	2014-064										
		120,100.00	3/10/15, V.2	no Resolution: project amendment										
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		478,043.00	exp authorized before contingency					Cumulative	FY16 cum					
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00		478,043.00			$ 240,106.37	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)		-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00		478,043.00						
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00		588,643.00						
			FY15 Year End PO Liquidation			(342,291.40)		246,351.60						
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40		588,643.00	342,291.40					
		47,804	^contingency balance-->					v						
WS1113	Liquid Oxygen Conversion													
2010 Bond & Op.Rev.		2,377,268.96	7/8/14 Item V.6	2014-072										
Project Manager: A. Dugan		194,910.00	contingency authorized			63-00								
account #421 4055 536 63-00		2,182,358.96	constr' exp authorized before contingency					Cumulative	FY16 cum					
				FY2013		-		-						
	Brandes Design-Build, Inc. PO# 62619		FY14 PO Issue	FY2014	23342	1,949,100.00		1,949,100.00			$ 38,670.80	$ 1,129,827.22	$ 1,061,100.00	n/a
	Bid No. B-13-12-COC		CO #1 Work on dielectric system		24985	233,258.96		2,182,358.96						
			FY14 Year-End PO Liquidation			(1,121,258.96)		1,061,100.00						
	Brandes Design-Build, Inc. PO# 64854		FY15 PO Issue	FY2015	26152	1,121,258.96		2,182,358.96						
	Bid No. B-13-12-COC		CO #2 Add'l Programming		26445	19,072.05		2,201,431.01						
			CO #3 Contract extended 63 days		26982	53,673.83		2,255,104.84						
	Brandes Design-Build, Inc. FY2016 PO# 67458		CO#4 cut free two ozone generator discharge pipes		28197	8,986.45		2,264,091.29						
			FY15 Year End PO Liquidation			(73,164.07)		2,190,927.22						
			FY16 PO Issue	FY2016	29378	73,164.07		2,264,091.29	73,164.07					
			CO#1 to Brandes FY16 P.O.67458		67458	14,731.00		2,278,822.29	87,895.07					
		98,447	^contingency balance-->					v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	BNR Process Improvements													
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083										
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized											
		2,779,000.00	constr' exp authorized before contingency											
	Brandes Design-Build, Inc. PO# 62086													
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3.	2015-037										
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order			63-00	64-00							
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)											
	Bid No. B-13-11-COC													
								Cumulative	FY16 cum					
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-						
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$	45,175.49	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
	[9[		*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00						
			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						
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73						
								2,073,431.73						
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29						
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29						
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43						
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43						
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38						
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	79,836.05					
			CO#1		29329	(5,000.00)		2,823,794.43	74,836.05					
			CO#2		29212	4,151.50		2,827,945.93	78,987.55					
			CO#3		29905	5,327.32		2,833,273.25	84,314.87					
			CO#4		30046	(5,327.32)		2,827,945.93	78,987.55					
			SISCO CO#1		30111	5,085.16			84,072.71					
	Maxwell Contracting, Inc. PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	-	$	-	$ 76,000.00	n/a	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete								
	SISCO PO 68047	**137,869**	^contingency balance--> for Brandes Design-Build											
		10,000	^contingency balance--> for Maxwell Contracting											

Legislation Details (With Text)

File #:	16-312	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report - June 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2016
Agenda Date: July 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending June 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2016 Budget by Classification Report - Summary Listing

Through 6/30/2016

Target for June is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 5,936,138.14	$ 885,512.86	87%
OTHER PERMITS AND FEES	$ 3,366,886		$ 2,781,966.08	$ 584,919.92	83%
INTERGOVERNMENTAL	$ 3,788,514		$ 1,909,730.52	$ 1,878,783.48	50%
CHARGES FOR SERVICES	$ 11,012,280		$ 8,268,519.79	$ 2,743,760.21	75%
FINES AND FORFEITURES	$ 24,495		$ 19,599.69	$ 4,895.31	80%
MISCELLANEOUS	$ 793,005		$ 513,392.94	$ 279,612.06	65%
OTHER SOURCES (NON-REVENUE)	$ 14,457,552		$ 5,016,033.00	$ 9,441,519.00	35%
REVENUE TOTALS	**$ 40,264,383**		**$ 24,445,380.16**	**$ 15,819,002.84**	**61%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,914,169	$ 2,112.00	$ 14,508,327.89	$ 6,403,729.11	69%
OPERATING EXPENDITURES	$ 10,010,630	$ 1,479,735.75	$ 5,292,359.31	$ 3,238,534.94	68%
CAPITAL OUTLAY	$ 6,190,775	$ 1,181,775.42	$ 3,721,009.65	$ 1,287,989.93	79%
GRANTS, AIDS AND OTHER	$ 3,148,809	$ -	$ 711,583.60	$ 2,437,225.40	23%
EXPENSE TOTALS	**$ 40,264,383**	**$ 2,663,623.17**	**$ 24,233,280.45**	**$ 13,367,479.38**	67%
REVENUE TOTALS	**$ 40,264,383**	**$ -**	**$ 24,445,380.16**	**$ 15,819,002.84**	**61%**
EXPENSE TOTALS	**$ 40,264,383**	**$ 2,663,623.17**	**$ 24,233,280.45**	**$ 13,367,479.38**	**67%**
	$ -	**$ (2,663,623.17)**	**$ 212,099.71**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	387,392	82,650.84	21	3,486,528	4,454,794.02	128	4,648,710	193,915.98
20	00	DELINQUENT TAXES	3,333	218,352.04	6551	29,997	220,286.30	734	40,000	180,286.30-
25	00	PENALTIES RE: TAXES	416	9,967.50	2396	3,744	14,553.38	389	5,000	9,553.38-
30	00	TAX CERTIFICATES	16,666	.00		149,994	.00		200,000	200,000.00
311	**	AD VALOREM	407,807	310,970.38	76	3,670,263	4,689,633.70	128	4,893,710	204,076.30
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	24,954	.00		224,586	237,159.18	106	299,452	62,292.82
312	**	SALES USE AND FUEL TAXES	24,954	.00		224,586	237,159.18	106	299,452	62,292.82
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,314	78,028.90	95	740,826	623,080.00	84	987,768	364,688.00
40	00	GAS	1,732	1,244.44	72	15,588	11,964.65	77	20,784	8,819.35
80	00	PROPANE	1,300	1,673.88	129	11,700	12,822.78	110	15,605	2,782.22
314	**	UTILITY SERVICE TAX	85,346	80,947.22	95	768,114	647,867.43	84	1,024,157	376,289.57
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	36,194	29,204.05	81	325,746	200,570.72	62	434,332	233,761.28
315	**	COMMUNICATION SERVICE TAX	36,194	29,204.05	81	325,746	200,570.72	62	434,332	233,761.28
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	831.11	6	127,494	160,907.11	126	170,000	9,092.89
316	**	LOCAL BUSINESS TAX	14,166	831.11	6	127,494	160,907.11	126	170,000	9,092.89
310	***	TAXES	568,467	421,952.76	74	5,116,203	5,936,138.14 ✓	116	6,821,651 ✓	885,512.86 ✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	11,416	12,803.75	112	102,744	236,069.81	230	137,000	99,069.81-
10	00	TRAINING SURCHARGE	58	327.56	565	522	655.12	126	700	44.88
322	**	BUILDING PERMITS	11,474	13,131.31	114	103,266	236,724.93	229	137,700	99,024.93-
323		FRANCHISE FEES								
10	00	ELECTRICITY	64,218	31,394.00-	49	577,962	278,720.66	48	770,620	491,899.34
40	00	GAS	1,510	1,017.88	67	13,590	9,350.91	69	18,120	8,769.09
70	00	SOLID WASTE	14,703	15,021.19	102	132,327	135,066.69	102	176,446	41,379.31
323	**	FRANCHISE FEES	80,431	15,354.93-	19	723,879	423,138.26	59	965,186	542,047.74
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	174,916	42,888.79	25	1,574,244	1,948,950.98	124	2,099,000	150,049.02

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	178,250.97	6764	5,994	148,757.21	2482	8,000	140,757.21-
12 03	PENALTIES	83	6,502.31	7834	747	8,338.06	1116	1,000	7,338.06-
12 04	TAX CERTIFICATES	12,500	.00		112,500	.00		150,000	150,000.00
12 *	SERVICE	188,165	227,642.07	121	1,693,485	2,106,046.25	124	2,258,000	151,953.75
325 **	SPECIAL ASSESSMENT	188,165	227,642.07	121	1,693,485	2,106,046.25	124	2,258,000	151,953.75
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	5,588.59	1118	4,500	16,056.64	357	6,000	10,056.64-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	5,588.59	1118	4,500	16,056.64	357	6,000	10,056.64-
320 ***	OTHER PERMITS & FEES	280,570	231,007.04	82	2,525,130	2,781,966.08 ✓	110	3,366,886 ✓	584,919.92 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	.00		299,997	37,568.70	13	400,000	362,431.30
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	.00		299,997	37,568.70	13	400,000	362,431.30
20 01	RES OFFCR - CTY CONTRACT	2,608	.00		23,472	21,200.00	90	31,300	10,100.00
20 05	JAG GRANT	1,915	.00		17,235	22,980.00	133	22,980	.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	723	1,654.00	229	6,507	2,880.70	44	8,683	5,802.30
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	.00		0	28,107.75		0	28,107.75-
20 *	PUBLIC SAFETY	5,246	1,654.00	32	47,214	75,168.45	159	62,963	12,205.45-
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,828	.00		803,796	650,628.05	81	1,148,282	497,653.95
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,407	1,654.00	1	1,151,007	763,365.20	66	1,611,245	847,879.80
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		33,750	39,009.20	116	45,000	5,990.80
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		33,750	39,009.20	116	45,000	5,990.80

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	19,416	.00		174,744	109,996.00	63	233,000	123,004.00
50 *	ECONOMIC ENVIRONMENT	19,416	.00		174,744	109,996.00	63	233,000	123,004.00
61 10	BREVARD COUNTY EMS GRANT	1,578	.00		9,468	.00		14,200	14,200.00
90 30	HISTORIC PRESERVATION GRT	23,354	.00		210,186	.00		280,256	280,256.00
334 **	STATE GRANT	44,348	.00		394,398	109,996.00	28	527,456	417,460.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	37,945	39,074.88	103	341,505	273,813.37	80	455,349	181,535.63
12 20	8TH CNT MUNICIPAL GAS TAX	12,561	12,144.00	97	113,049	85,097.83	75	150,732	65,634.17
12 *	STATE REVENUE SHARING	50,506	51,218.88	101	454,554	358,911.20	79	606,081	247,169.80
14 00	MOBILE HOME LICENSES	1,768	234.50	13	15,912	18,235.48	115	21,220	2,984.52
15 00	ALCOHOLIC BEVERAGE	1,764	.00		15,876	18,147.74	114	21,169	3,021.26
18 00	LOCAL GOVERNMENT 1/2 CENT	77,819	81,207.80	104	700,371	576,566.72	82	933,828	357,261.28
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	6,390.00		0	6,390.00-
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,876	.00		16,884	19,108.98	113	22,515	3,406.02
335 **	STATE SHARED REVENUES	133,733	132,661.18	99	1,203,597	997,360.12	83	1,604,813	607,452.88
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	335,238	134,315.18	40	2,782,752	1,909,730.52	✓69	3,788,514 ✓	1,878,783.48 ✓
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00

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								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,249	447,250.00	100	4,025,241	4,025,250.00	100	5,366,988	1,341,738.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	42,831	42,831.00	100	57,111	14,280.00
40 00	CERTIFY/COPY/SEARCH	10,870	9,764.60	90	97,830	72,452.48	74	130,440	57,987.52
90 12	PASSPORT EXECUTION FEES	552	572.95	104	4,968	6,450.95	130	6,634	183.05
341 **	GENERAL GOVERNMENT	463,430	462,346.55	100	4,170,870	4,146,984.43	99	5,561,173	1,414,188.57
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	1,375.00		0	1,375.00-
90 01	FALSE ALARM FEES	625	790.00	126	5,625	8,630.00	153	7,510	1,120.00-
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	790.00	126	5,625	10,005.00	178	7,510	2,495.00-
342 **	PUBLIC SAFETY	625	790.00	126	5,625	10,005.00	178	7,510	2,495.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	35,149.88	106	299,115	314,166.05	105	398,820	84,653.95
37 11	ROCKLEDGE	20,995	21,307.29	102	188,955	170,750.26	90	251,940	81,189.74
37 12	SUN LAKE	274	276.66	101	2,466	2,273.70	92	3,291	1,017.30
37 13	COLONY PARK	149	149.46	100	1,341	1,195.68	89	1,791	595.32
37 16	COCOA BEACH	8,670	.00		78,030	60,063.84	77	104,040	43,976.16
37 17	CAPE CANAVERAL	7,157	7,119.18	100	64,413	56,897.89	88	85,884	28,986.11
37 18	TITUSVILLE	312	323.30	104	2,808	2,589.58	92	3,745	1,155.42
37 *	WATER BILLING SERVICES	70,792	64,325.77	91	637,128	607,937.00	95	849,511	241,574.00
39 01	SERVICE CHARGES	31,276	31,088.98	99	281,484	318,113.90	113	375,314	57,200.10
39 03	ADMIN CHARGES	33,211	36,510.00	110	298,899	289,431.70	97	398,542	109,110.30
39 04	PENALTIES	71,513	66,431.32	93	643,617	670,450.59	104	858,157	187,706.41
39 05	NSF CHECKS	2,673	2,375.00	89	24,057	28,559.14	119	32,079	3,519.86
39 *	WATER OTHER INCOME	138,673	136,405.30	98	1,248,057	1,306,555.33	105	1,664,092	357,536.67
41 10	GARBAGE REVENUES	176,569	172,100.68	98	1,589,121	1,550,406.60	98	2,118,834	568,427.40
41 20	RECYCLING REVENUE	17,567	17,231.70	98	158,103	152,921.79	97	210,812	57,890.21
41 30	GREEN WASTE	15,023	14,528.09	97	135,207	129,380.09	96	180,283	50,902.91
41 *	GARBAGE COLLECTION	209,159	203,860.47	98	1,882,431	1,832,708.48	97	2,509,929	677,220.52
45 10	BILLING FEE - WEST WASTE	7,939	8,022.18	101	71,451	63,895.86	89	95,268	31,372.14
45 20	SALE - RECYCLING MATERIAL	153	394.27	258	1,377	961.52	70	1,836	874.48

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								
343		PHYSICAL ENVIRONMENT								
45	*	GARBAGE - OTHER REVENUE	8,092	8,416.45	104	72,828	64,857.38	89	97,104	32,246.62
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	MEDIAN MAINTENANCE	4,361	.00		39,249	26,168.00	67	52,336	26,168.00
90	02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	8,364	57,079.00	682	75,276	121,527.00	161	100,369	21,158.00-
90	*	OTHER PHYSICAL ENVIRON	12,725	57,079.00	449	114,525	147,695.00	129	152,705	5,010.00
343	**	PHYSICAL ENVIRONMENT	439,441	470,086.99	107	3,954,969	3,959,753.19	100	5,273,341	1,313,587.81
347		CULTURE/RECREATION								
20	10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20	15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20	*	PARKS & RECREATION	0	.00		0	.00		0	.00
39	00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE - REVENUES	5,093	2,223.98	44	45,837	43,624.78	95	61,117	17,492.22
39	11	TENANT MAINTENANCE FEES	140	121.51	87	1,260	1,142.06	91	1,691	548.94
39	20	COCOA CIVIC CENTER	4,287	3,105.96	73	38,583	54,598.63	142	51,455	3,143.63-
39	21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39	30	RIVERFRONT PARK	1,690	1,760.44	104	15,210	14,268.23	94	20,287	6,018.77
39	*	OTHER CULTURAL SERVICES	11,210	7,211.89	64	100,890	113,633.70	113	134,550	20,916.30
40	01	COCOA VILLAGE 10% GROSS	1,680	677.53	40	15,120	26,612.19	176	20,165	6,447.19-
40	05	PERMIT FEES	135	387.71	287	1,215	2,112.12	174	1,625	487.12-
40	10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40	*	SPECIAL EVENTS	1,815	1,065.24	59	16,335	30,959.31	190	21,790	9,169.31-
50	10	EVENT FEES	822	995.29	121	7,398	5,684.16	77	9,873	4,188.84
50	20	CONCESSION SALES	0	.00		0	.00		0	.00
50	30	ADVERTISING/SPONSORSHIPS	318	.00		2,862	1,500.00	52	3,818	2,318.00
50	40	SCHOOL BOARD	0	.00		0	.00		0	.00
50	*	SPECIAL REC FACILITIES	1,140	995.29	87	10,260	7,184.16	70	13,691	6,506.84
347	**	CULTURE/RECREATION	14,165	9,272.42	66	127,485	151,777.17	119	170,031	18,253.83
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	18	.00		162	.00		225	225.00
349	**	OTHER CHARGES FOR SERVICE	18	.00		162	.00		225	225.00

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								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	942,495.96	103	8,259,111	8,268,519.79 ✓	100	11,012,280 ✓	2,743,760.21 ✓
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
	50 00	800 MHZ FINES	0	.00		0	.00		0	.00
	90 00	OTHER	2,041	1,860.47	91	18,369	19,599.69	107	24,495	4,895.31
351	**	JUDGMENTS AND FINES	2,041	1,860.47	91	18,369	19,599.69	107	24,495	4,895.31
354		LOCAL ORDINANCE VIOLATION								
	00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
	00 00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
	00 00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,041	1,860.47	91	18,369	19,599.69 ✓	107	24,495 ✓	4,895.31 ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	3,612	2,119.36	59	32,508	62,089.90	191	43,355	18,734.90-
	20 00	DIVIDENDS	0	.00		0	1,467.43		0	1,467.43-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	25,497.68-		0	25,497.68
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	2,119.36	59	32,508	38,059.65	117	43,355	5,295.35
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,267	3,583.33	39	83,403	52,632.94	63	111,210	58,577.06
362	**	RENT AND ROYALTIES	9,267	3,583.33	39	83,403	52,632.94	63	111,210	58,577.06
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	7,483.16		0	67,792.93		0	67,792.93-
	10 00	GAIN/LOSS	0	.00		0	.00		0	.00
	20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	7,483.16		0	67,792.93		0	67,792.93-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	6,385.00	102	56,250	64,277.50	114	75,000	10,722.50
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	2,500.00		0	2,500.00		0	2,500.00-
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	2,500.00		0	2,500.00		0	2,500.00-
366 **	CONTRIBUTIONS & DONATIONS	6,250	8,885.00	142	56,250	66,777.50	119	75,000	8,222.50
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		107,766	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,943	.00		98,487	.00		131,316	131,316.00
368 **	PENSION CONTRIBUTIONS	22,917	.00		206,253	.00		275,011	275,011.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	2,382.40	31	68,382	68,057.47	100	91,182	23,124.53
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,376	4,245.00	179	21,384	43,575.00	204	28,515	15,060.00-
90 03	CODE ENF ABATE/DEMO REV	5,173	5,075.00	98	46,557	64,665.88	139	62,084	2,581.88-
90 04	MISC. POLICE REVENUES	0	8.00		0	946.49		0	946.49-
90 05	INVESTIGATIVE COSTS REIM	4,435	4,896.61	110	39,915	40,287.48	101	53,230	12,942.52
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	335.00	40	7,497	7,560.00	101	10,000	2,440.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	3,618	2,300.00	64	32,562	19,300.00	59	43,418	24,118.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,033	19,242.01	80	216,297	244,392.32	113	288,429	44,036.68

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	43,737.60		0	43,737.60-
369 **	OTHER MISC REVENUES	24,033	19,242.01	80	216,297	288,129.92	133	288,429	299.08
360 ***	MISCELLANEOUS REVENUES	66,079	41,312.86	63	594,711	513,392.94	86	793,005	279,612.06
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	28,652	.00		191,438	.00		277,400	277,400.00
91 23	STORMWATER	1,562	.00		14,058	.00		18,750	18,750.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	19,023	.00		38,046	.00		95,112	95,112.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	49,237	.00		243,542	.00		391,262	391,262.00
381 **	INTERFUND TRANSFER	49,237	.00		243,542	.00		391,262	391,262.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	3,974,994	3,975,003.00	100	5,300,000	1,324,997.00
40 01	6% CONTRIBUTION	115,670	115,670.00	100	1,041,030	1,041,030.00	100	1,388,042	347,012.00
40 *	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	5,016,024	5,016,033.00	100	6,688,042	1,672,009.00
382 **	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	5,016,024	5,016,033.00	100	6,688,042	1,672,009.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00

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
380	OTHER SOURCES(NON-REV)								
385	PROCEEDS REFUNDING BONDS								
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	OTHER NONOPERATING SOURCE	6,846	.00		61,614	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		82,494	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		322,063	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	655,158	.00		4,760,518	.00		6,726,000	6,726,000.00
99 *	BALANCE FORWARD	710,333	.00		5,165,075	.00		7,296,094	7,296,094.00
389 **	NON OPERATING SOURCES	717,179	.00		5,226,689	.00		7,378,248	7,378,248.00
380 ***	OTHER SOURCES(NON-REV)	1,323,752	557,337.00	42	10,486,255	5,016,033.00 ✓	48	14,457,552 ✓	9,441,519.00 ✓
FUND TOTAL	GENERAL FUND	3,493,826	2,330,281.27	67	29,782,531	24,445,380.16	82	40,264,383	15,819,002.84

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	2550	2550.00	100	22950	22950.00	100	.00	30600	7650.00	75
11 **	EXECUTIVE SALARIES	2550	2550.00	100	22950	22950.00	100	.00	30600	7650.00	75
12-00	REGULAR SALARIES & WAGES	863708	951637.90	110	8044129	7344273.14	91	.00	10635345	3291071.86	69
12-06	SALARIES/CONTRACTUAL	1364	1062.50	78	10912	15318.75	140	.00	15000	318.75-	102
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	49841	59238.81	119	136894	311382.52	228	.00	286429	24953.52-	109
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	914913	1011939.21	111	8191935	7670974.41	94	.00	10936774	3265799.59	70
13-00	OTHER SALARIES & WAGES	89434	88271.43	99	832906	690279.85	83	.00	1101265	410985.15	63
13 **	OTHER SALARIES & WAGES	89434	88271.43	99	832906	690279.85	83	.00	1101265	410985.15	63
14-00	OVERTIME	8919	41471.61	465	224981	229533.53	102	.00	251807	22273.47	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	8919	41471.61	465	224981	229533.53	102	.00	251807	22273.47	91
15-00	SPECIAL PAY	28417	34270.57	121	220480	247550.47	112	.00	305736	58185.53	81
15 **	SPECIAL PAY	28417	34270.57	121	220480	247550.47	112	.00	305736	58185.53	81
20-00	CLOTHING/SHOE ALLOWANCE	1704	6325.02	371	15336	15091.06	98	.00	20492	5400.94	74
20 **	CLOTHING/SHOE ALLOWANCE	1704	6325.02	371	15336	15091.06	98	.00	20492	5400.94	74
21-00	FICA TAXES	84812	87860.54	104	754001	656225.11	87	.00	1008524	352298.89	65
21 **	FICA TAXES	84812	87860.54	104	754001	656225.11	87	.00	1008524	352298.89	65
22-00	RETIREMENT CONTRIBUTIONS	52778	49571.14	94	422940	381439.56	90	.00	581365	199925.44	66
22-01	LICENSED POLICE/FIRE	205715	229776.11	112	1807865	2076815.50	115	.00	2425025	348209.50	86
22-02	STATE CONTRIBUTIONS	22917	.00	0	206253	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	712.20	107	6012	5485.75	91	.00	8021	2535.25	68

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 **	RETIREMENT CONTRIBUTIONS	282078	280059.45	99	2443070	2463740.81	101	.00	3289422	825681.19	75
23-00	LIFE/HEALTH INSURANCE	257870	230648.28	89	2314684	1972123.22	85	2112.00	3088413	1114177.78	64
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	257870	230648.28	89	2314684	1972123.22	85	2112.00	3088413	1114177.78	64
24-00	WORKER'S COMPENSATION	51905	36690.55	71	472614	374961.18	79	.00	628406	253444.82	60
24 **	WORKER'S COMPENSATION	51905	36690.55	71	472614	374961.18	79	.00	628406	253444.82	60
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	14544	6145.95	42	.00	20000	13854.05	31
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	14544	6145.95	42	.00	20000	13854.05	31
27-00	CAFETERIA PLAN	19816	17580.00	89	173276	158752.30	92	.00	232730	73977.70	68
27 **	CAFETERIA PLAN	19816	17580.00	89	173276	158752.30	92	.00	232730	73977.70	68
31-00	PROFESSIONAL SERVICES	42530	31910.23	75	413836	235193.59	57	163148.06	541460	143118.35	74
31-01	LEGAL FEES	36469	37295.69	102	327720	246448.62	75	150022.13	437130	40659.25	91
31-02	MEDICAL SERVICES	2588	.00	0	23292	5691.18	24	25354.22	31067	21.60	100
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	9837	13125.00	133	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	5028.24	26	173448	107804.29	62	123459.71	231264	.00	100
31 **	PROFESSIONAL SERVICES	101952	74234.16	73	948133	608262.68	64	461984.12	1254046	183799.20	85
32-00	ACCOUNTING & AUDITING	4014	.00	0	34959	42390.00	121	1110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	34959	42390.00	121	1110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	96987	52551.19	54	730953	636547.43	87	273229.86	1021993	112215.71	89
34-03	CUSTOMER SERVICE CONTRACT	152617	151778.69	100	1373553	1199214.92	87	.00	1831411	632196.08	66
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	11250	6840.00	61	4560.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	250854	204329.88	82	2115756	1842602.35	87	277789.86	2868404	748011.79	74

FUND 001 GENERAL 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
39-00	CONTINGENCY	5728	.00	0	114143	.00	0	.00	131330	131330.00	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
39-11	SERIES 2010 GF BOND	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	10175	.00	0	145272	.00	0	.00	131330	131330.00	0
40-00	TRAVEL & PER DIEM	3139	594.89	19	27849	9384.57	34	.00	37356	27971.43	25
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3139	594.89	19	27849	9384.57	34	.00	37356	27971.43	25
41-00	COMMUNICATION	13541	4023.98	30	110224	96935.74	88	46208.52	150895	7750.74	95
41 **	COMMUNICATION	13541	4023.98	30	110224	96935.74	88	46208.52	150895	7750.74	95
42-00	POSTAGE & FREIGHT	35492	30179.30	85	317907	290335.99	91	103356.98	424470	30777.03	93
42 **	POSTAGE & FREIGHT	35492	30179.30	85	317907	290335.99	91	103356.98	424470	30777.03	93
43-00	ELECTRIC/WATER/SEWER	53687	48075.02	90	482181	392520.28	81	218622.60	643268	32125.12	95
43 **	ELECTRIC/WATER/SEWER	53687	48075.02	90	482181	392520.28	81	218622.60	643268	32125.12	95
44-00	RENTALS AND LEASES	14926	13814.74	93	132910	107999.05	81	53190.18	177736	16546.77	91
44 **	RENTALS AND LEASES	14926	13814.74	93	132910	107999.05	81	53190.18	177736	16546.77	91
45-00	INSURANCE	31986	.00	0	287049	259031.65	90	.00	383061	124029.35	68
45 **	INSURANCE	31986	.00	0	287049	259031.65	90	.00	383061	124029.35	68
46-00	REPAIRS & MAINTENANCE	32027	15396.59	48	290294	221472.72	76	52124.39	386442	112844.89	71
46-02	REPAIR/MAINT BUILDINGS	48759	32862.51	67	438831	187356.59	43	11125.70	585116	386633.71	34
46-03	REPAIR/MAINT-VEHICLES	19613	18949.13	97	176517	128486.68	73	3304.58	235413	103621.74	56
46-05	HYDRANT FEES	12083	14734.35	122	108747	116476.65	107	.00	145000	28523.35	80
46-15	INSURED VEHICLE ACCIDENT	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
46 **	REPAIRS & MAINTENANCE	112482	81942.58	73	1014389	653792.64	65	66554.67	1351971	631623.69	53
47-00	PRINTING & BINDING	1277	.00	0	11475	8901.08	78	112.30	15371	6357.62	59
47 **	PRINTING & BINDING	1277	.00	0	11475	8901.08	78	112.30	15371	6357.62	59
48-00	PROMOTIONAL ACTIVITIES	5574	264.34	5	50166	23353.85	47	8000.00	66925	35571.15	47
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	14994	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	264.34	4	65160	23353.85	36	8000.00	86925	55571.15	36
49-00	OTHER CHARGES & OBLIG.	37242	5713.78	15	330326	98477.35	30	28478.19	442108	315152.46	29
49-02	ADVERTISING	25	.00	0	225	230.17	102	.00	300	69.83	77
49-05	BROWNFIELDS REDEV PROG	33333	3500.00	11	299997	83609.47	28	80585.00	400000	235805.53	41
49-06	BROWNFIELD PROG CITY COST	625	.00	0	5625	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	2056.02-	16-	115488	73776.32-	64-	.00	154000	227776.32	48-
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	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	84057	7157.76	9	751661	108540.67	14	109063.19	1003908	786304.14	22
52-00	OPERATING SUPPLIES	69352	50192.68	72	588570	555635.78	94	86338.38	796764	154789.84	81
52-02	UNIFORMS	1566	.00	0	14094	10421.50	74	4304.60	18800	4073.90	78
52-05	EMS 1st RESP-CONSUM SUPP	2331	2318.61	100	20979	25419.37	121	499.28	27981	2062.35	93
52-07	JANITORIAL SUPPLIES	2084	2145.42	103	18756	16143.79	86	.00	25018	8874.21	65
52-10	HEATING FUEL	110	71.08	65	990	777.42	79	548.58	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23316	29281.77	126	210669	113290.19	54	.00	280671	167380.81	40
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	42048	32777.19	78	23286.81	56064	.00	100
52 **	OPERATING SUPPLIES	103431	84009.56	81	896106	754465.24	84	114977.65	1206624	337181.11	72

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
53-00	ROAD MATERIALS/SUPPLIES	8666	1745.96	20	78996	24961.95	32	15074.68	105000	64963.37	38
53 **	ROAD MATERIALS/SUPPLIES	8666	1745.96	20	78996	24961.95	32	15074.68	105000	64963.37	38
54-00	MEMBERSHIP/PUBLICATIONS	3237	542.00	17	27823	25540.67	92	1463.00	37629	10625.33	72
54 **	MEMBERSHIP/PUBLICATIONS	3237	542.00	17	27823	25540.67	92	1463.00	37629	10625.33	72
55-00	TRAINING	7768	1877.00	24	62216	43340.90	70	2228.00	85636	40067.10	53
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	7768	1877.00	24	62216	43340.90	70	2228.00	85636	40067.10	53
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	167156	.00	0	696536	811105.96	116	780.00	1198000	386114.04	68
61 **	LAND	167156	.00	0	696536	811105.96	116	780.00	1198000	386114.04	68
62-00	BUILDINGS	29368	2882.24	10	225600	33803.64	15	270175.25	313709	9730.11	97
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	29368	2882.24	10	225600	33803.64	15	270175.25	313709	9730.11	97
63-00	INFRASTRUCTURE	233374	197643.41	85	1776951	1294039.42	73	634319.66	2477071	548711.92	78
63 **	INFRASTRUCTURE	233374	197643.41	85	1776951	1294039.42	73	634319.66	2477071	548711.92	78
64-00	MACHINERY AND EQUIPMENT	171359	.00	0	1569153	1497760.06	96	268020.51	2083266	317485.43	85
64-01	JAG GRANT	2290	.00	0	14003	20873.99	149	.00	20874	.01	100
64-15	IT HARDWARE	2099	.00	0	26550	13942.92	53	.00	32855	18912.08	42
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	175748	.00	0	1609706	1532576.97	95	268020.51	2136995	336397.52	84

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
68-10	SFTWR & OTHER INTANGIBLES	4450	.00	0	51648	49483.66	96	8480.00	65000	7036.34	89
68 **	INTANGIBLE ASSETS	4450	.00	0	51648	49483.66	96	8480.00	65000	7036.34	89
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
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	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	55681	.00	0	490224	657272.00	134	.00	657272	.00	100
81 **	AIDS TO GOVT AGENCY	55681	.00	0	490224	657272.00	134	.00	657272	.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	533	.00	0	59661	54311.60	91	.00	61271	6959.40	89
83 **	OTHER GRANTS AND AIDS	533	.00	0	59661	54311.60	91	.00	61271	6959.40	89
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	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)	4167	.00	0	12501	.00	0	.00	25000	25000.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	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
91-23	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	166666	.00	0	1499994	.00	0	.00	2000000	2000000.00	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
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	67544	.00	0	202632	.00	0	.00	405266	405266.00	0
91 **	INTERFUND TRANSFER	238377	.00	0	1715127	.00	0	.00	2430266	2430266.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3496847	2590983.48	74	29816296	24233280.45	81	2663623.17	40264383	13367479.38	67
GRAND	TOTAL *********										
		3496847	2590983.48	74	29816296	24233280.45	81	2663623.17	40264383	13367479.38	67

FY 2016 Budget by Classification Report - Summary Listing

Through 6/30/2016

Target for June is 75%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 1,041,875.00	$ 433,757.00	71%
CHARGES FOR SERVICES	$ 55,252,361		$ 40,048,217.15	$ 15,204,143.85	72%
MISCELLANEOUS	$ 118,715		$ 174,630.23	$ (55,915.23)	147%
OTHER SOURCES (NON-REVENUE)	$ 31,131,585		$ 351,530.48	$ 30,780,054.52	1%
REVENUE TOTALS	**$ 87,978,293**	-	**$ 41,616,252.86**	**$ 46,362,040.14**	**47%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,583,126	$ 1,160.90	$ 7,747,855.51	$ 4,834,109.59	62%
OPERATING EXPENDITURES	$ 20,919,335	$ 5,017,013.17	$ 12,322,336.86	$ 3,579,984.97	83%
CAPITAL OUTLAY	$ 38,108,227	$ 18,049,287.15	$ 8,624,686.12	$ 11,434,253.73	70%
GRANTS, AIDS AND OTHER	$ 16,367,605	$ -	$ 5,788,636.00	$ 10,578,969.00	35%
EXPENSE TOTALS	**$ 87,978,293**	**$ 23,067,461.22**	**$ 34,483,514.49**	**$ 30,427,317.29**	65%
REVENUE TOTALS	**$ 87,978,293**	**$ -**	**$ 41,616,252.86**	**$ 46,362,040.14**	**47%**
EXPENSE TOTALS	**$ 87,978,293**	**$ 23,067,461.22**	**$ 34,483,514.49**	**$ 30,427,317.29**	**65%**
	$ -	**$ (23,067,461.22)**	**$ 7,132,738.37**		

FUND 421 WATER/SEWER ENTERPRISE

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 10	WATER - RESIDENTIAL	56,492	117,150.00	207	508,428	729,085.00	143	677,913	51,172.00-
03 11	WATER - COMMERCIAL	58,798	36,400.00	62	529,182	280,490.00	53	705,582	425,092.00
03 20	SEWER - RESIDENTIAL	691	75.00	11	6,219	28,175.00	453	8,292	19,883.00-
03 21	SEWER - COMMERCIAL	6,987	2,250.00	32	62,883	4,125.00	7	83,845	79,720.00
03 *	IMPACT FEES	122,968	155,875.00	127	1,106,712	1,041,875.00 ✓	94	1,475,632 ✓	433,757.00 ✓
324 **	IMPACT FEES	122,968	155,875.00	127	1,106,712	1,041,875.00	94	1,475,632	433,757.00
320 ***	OTHER PERMITS & FEES	122,968	155,875.00	127	1,106,712	1,041,875.00	94	1,475,632	433,757.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,395.56		0	304,395.56-
331 **	FEDERAL GRANTS	0	.00		0	304,395.56		0	304,395.56-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	304,395.56		0	304,395.56-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	3,948,849.34	101	35,154,531	33,601,279.14	96	46,872,714	13,271,434.86
33 00	WATER CONNECTION FEE	20,000	46,886.02	234	180,000	292,180.21	162	240,000	52,180.21-
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	46,886.02	234	180,000	292,442.57	163	240,000	52,442.57-
36 00	WATER HYDRANT FEES	211,026	229,257.55	109	1,899,234	2,025,318.77	107	2,532,321	507,002.23
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	700.00	560	1,125	3,700.00	329	1,500	2,200.00-
39 07	BACKFLOW DEVICE TEST	12,083	17,095.09	142	108,747	130,221.65	120	145,000	14,778.35
39 08	JUMPER METERS	58	200.00	345	522	1,600.00	307	700	900.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	9,000	18,500.00	206	12,000	6,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	1,872	704.20	38	2,500	1,795.80

FUND 421 WATER/SEWER ENTERPRISE

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								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	20,050.51	149	121,266	154,725.85	128	161,700	6,974.15
51 00	SEWER SALES	428,465	430,515.82	101	3,856,185	3,728,435.58	97	5,141,581	1,413,145.42
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	430,515.82	101	3,856,185	3,728,435.58	97	5,141,581	1,413,145.42
53 02	SEWER CONNECT - FINANCED	0	.00		0	1,600.10		0	1,600.10-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	3,100.97		0	3,100.97-
59 01	GREASE TRAP PERMITS	516	616.60	120	4,644	4,815.91	104	6,200	1,384.09
60 00	REUSE WATER	23,820	29,796.34	125	214,380	231,771.13	108	285,845	54,073.87
60 01	REUSE WATER INSTALLATION	1,000	764.89	77	9,000	6,327.23	70	12,000	5,672.77
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	30,561.23	123	223,380	238,098.36	107	297,845	59,746.64
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,706,737.07	102	41,439,240	40,048,217.15	97	55,252,361	15,204,143.85
340 ***	CHARGES FOR SERVICES	4,604,360	4,706,737.07	102	41,439,240	40,048,217.15	97	55,252,361	15,204,143.85
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	441.00	10	39,303	106,128.38	270	52,415	53,713.38-
10 10	SBA	0	.00		0	.34		0	.34-
10 *	INTEREST	4,367	441.00	10	39,303	106,128.72	270	52,415	53,713.72-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	75,061.10-		0	75,061.10
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	441.00	10	39,303	31,067.62	79	52,415	21,347.38
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

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		11,250	95,210.21	846	15,000	80,210.21-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		11,250	95,210.21	846	15,000	80,210.21-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	.00		7,497	6,350.00	85	10,000	3,650.00
365	**	SALES OF SURPLUS SCRAP	833	.00		7,497	6,350.00	85	10,000	3,650.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	3,975.10	119	29,997	40,702.40	136	40,000	702.40-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	3,975.10	119	29,997	40,702.40	136	40,000	702.40-
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	3,975.10	119	29,997	40,702.40	136	40,000	702.40-
360	***	MISCELLANEOUS REVENUES	9,891	4,416.10	45	89,019	174,630.23 ✓	196	118,715 ✓	55,915.23- ✓
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	2,610.00		0	38,985.00		0	38,985.00-
82 00	CONTRIBUTION S MAINLAND	0	13,763.69		0	112,066.30		0	112,066.30-
83 00	CONTRIBUTION VIERA	0	43,437.35		0	200,479.18		0	200,479.18-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	43,437.35		0	200,479.18		0	200,479.18-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,668,630	.00		23,125,680	.00		31,131,585	31,131,585.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,668,630	.00		23,125,680	.00		31,131,585	31,131,585.00
389 **	NON OPERATING SOURCES	2,668,630	59,811.04	2	23,125,680	351,530.48	2	31,131,585	30,780,054.52
380 ***	OTHER SOURCES(NON-REV)	2,668,630	59,811.04	2	23,125,680	351,530.48	2	31,131,585	30,780,054.52
FUND TOTAL	WATER/SEWER ENTERPRISE	7,405,849	4,926,839.21	67	65,760,651	41,920,648.42	64	87,978,293	46,057,644.58

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

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	601102	584763.72	97	5580061	4445280.87	80	.00	7383419	2938138.13	60
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	19670	358.81	2	46699	106060.22	227	.00	105706	354.22-	100
12 **	REGULAR SALARIES & WAGES	620772	585122.53	94	5626760	4551341.09	81	.00	7489125	2937783.91	61
13-00	OTHER SALARIES & WAGES	22417	34393.45	153	197225	206032.84	105	.00	264503	58470.16	78
13 **	OTHER SALARIES & WAGES	22417	34393.45	153	197225	206032.84	105	.00	264503	58470.16	78
14-00	OVERTIME	35499	36544.77	103	258471	308534.78	119	.00	364994	56459.22	85
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	35499	36544.77	103	258471	308534.78	119	.00	364994	56459.22	85
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	1255	55.00	4	11295	2190.00	19	.00	15095	12905.00	15
20 **	CLOTHING/SHOE ALLOWANCE	1255	55.00	4	11295	2190.00	19	.00	15095	12905.00	15
21-00	FICA TAXES	52794	48180.54	91	475146	370239.79	78	.00	633559	263319.21	58
21 **	FICA TAXES	52794	48180.54	91	475146	370239.79	78	.00	633559	263319.21	58
22-00	RETIREMENT CONTRIBUTIONS	96965	82149.06	85	927325	716521.37	77	.00	1218257	501735.63	59
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96965	82149.06	85	927325	716521.37	77	.00	1218257	501735.63	59
23-00	LIFE/HEALTH INSURANCE	151571	125188.79	83	1364139	1092803.79	80	.00	1818892	726088.21	60
23-02	LIFE/HEALTH RETIREES	24188	16965.78	70	217692	180567.57	83	1160.90	290263	108534.53	63
23-03	CONTRA CIGNA SAVINGS	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 **	LIFE/HEALTH INSURANCE	175759	142154.57	81	1581831	1273371.36	81	1160.90	2109155	834622.74	60
24-00	WORKER'S COMPENSATION	30059	23114.79	77	269627	241802.73	90	.00	359838	118035.27	67

FUND 421 WATER/SEWER ENTERPRISE

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	30059	23114.79	77	269627	241802.73	90	.00	359838	118035.27	67
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	3640	871.55	24	.00	5000	4128.45	17
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	3640	871.55	24	.00	5000	4128.45	17
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	CAFETERIA PLAN	10300	8450.00	82	92700	76950.00	83	.00	123600	46650.00	62
27 **	CAFETERIA PLAN	10300	8450.00	82	92700	76950.00	83	.00	123600	46650.00	62
31-00	PROFESSIONAL SERVICES	19349	12437.45	64	170701	114680.74	67	87285.24	228771	26805.02	88
31-01	LEGAL EXPENSES	8087	6142.50	76	74237	56677.96	76	15239.50	98500	26582.54	73
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	4500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13052	3452.61	27	117468	74023.19	63	82607.81	156631	.00	100
31 **	PROFESSIONAL SERVICES	40988	22032.56	54	366906	245381.89	67	185132.55	489902	59387.56	88
32-00	ACCOUNTING & AUDITING	4014	.00	0	34959	42390.00	121	1110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	34959	42390.00	121	1110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	84468	478946.87	567	853667	806044.97	94	176973.51	1107113	124094.52	89
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	4025241	4025250.00	100	.00	5366988	1341738.00	75
34 **	CONTRACT SERVICES	531717	926196.87	174	4878908	4831294.97	99	176973.51	6474101	1465832.52	77
39-00	CONTINGENCY	59428-	.00	0	274286	.00	0	.00	96014	96014.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	59428-	.00	0	274286	.00	0	.00	96014	96014.00	0
40-00	TRAVEL AND PER DIEM	1934	514.00	27	12206	5894.01	48	.00	18036	12141.99	33
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1934	514.00	27	12206	5894.01	48	.00	18036	12141.99	33
41-00	COMMUNICATION	10928	1035.94	10	98352	72735.21	74	39420.18	131167	19011.61	86
41 **	COMMUNICATION	10928	1035.94	10	98352	72735.21	74	39420.18	131167	19011.61	86
42-00	FREIGHT & POSTAGE SERVICE	4117	399.06	10	35653	27257.74	77	5532.38	48040	15249.88	68
42 **	FREIGHT & POSTAGE SERVICE	4117	399.06	10	35653	27257.74	77	5532.38	48040	15249.88	68
43-00	ELECTRIC/WATER/SEWER	179879	122165.36	68	1618911	1102747.11	68	1046627.39	2158573	9198.50	100
43 **	ELECTRIC/WATER/SEWER	179879	122165.36	68	1618911	1102747.11	68	1046627.39	2158573	9198.50	100
44-00	RENTAL AND LEASES	22713	174.82	1	67121	18617.95	28	101600.04	135293	15075.01	89
44 **	RENTAL AND LEASES	22713	174.82	1	67121	18617.95	28	101600.04	135293	15075.01	89
45-00	INSURANCE	32705	.00	0	294345	262987.26	89	.00	392493	129505.74	67
45 **	INSURANCE	32705	.00	0	294345	262987.26	89	.00	392493	129505.74	67
46-00	REPAIRS & MAINTENANCE	528290	150485.25	29	4303355	3333122.99	78	1859593.92	5888276	695559.09	88
46-02	REPAIR/MAINT BUILDING	35772	.00	0	357244	134908.30	38	288048.01	464569	41612.69	91
46-03	REPAIR/MAINT-VEHICLES	15131	12914.93	85	136179	111864.83	82	.00	181601	69736.17	62
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	579193	163400.18	28	4796778	3579896.12	75	2147641.93	6534446	806907.95	88
47-00	PRINTING & BINDING	573	38.50	7	5157	4117.85	80	19.25	6900	2762.90	60
47 **	PRINTING & BINDING	573	38.50	7	5157	4117.85	80	19.25	6900	2762.90	60
48-00	PROMOTIONAL ACTIVITIES	1250	200.00	16	11250	7246.08	64	2799.00	15000	4954.92	67
48 **	PROMOTIONAL ACTIVITIES	1250	200.00	16	11250	7246.08	64	2799.00	15000	4954.92	67
49-00	OTHER CHARGES & OBLIG.	2457	1505.99	61	23273	16126.25	69	125.00-	30676	14674.75	52
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	2871-	4385.63-	153	113793	70574.14-	62-	.00	105183	175757.14	67-
49-08	CASH OVER & UNDER	17479	2.98	0	17679	69713.14	394	.00	70117	403.86	99
49-09	DOCUMENT RECORDING CHGS	250	460.00-	184-	2250	1166.21-	52-	.00	3000	4166.21	39-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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.	17315	3336.66-	19-	156995	14099.04	9	125.00-	208976	195001.96	7
52-00	OPERATING SUPPLIES	292688	61725.05	21	2631661	1886265.00	72	1191365.22	3509754	432123.78	88
52-07	JANITORIAL SUPPLIES	852	717.80	84	7668	7172.70	94	.00	10240	3067.30	70
52-30	FUEL OIL & LUBRICANTS	44848	39469.64	88	305632	140375.64	46	70508.11	440219	229335.25	48
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	26523	22506.19	85	12861.81	35368	.00	100
52 **	OPERATING SUPPLIES	341335	101912.49	30	2971484	2056319.53	69	1274735.14	3995581	664526.33	83
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	41238	4939.17	12	35546.80	55000	14514.03	74
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	41238	4939.17	12	35546.80	55000	14514.03	74
54-00	MEMBERSHIP/PUBLICATIONS	3137	.00	0	27833	29491.93	106	.00	37252	7760.07	79
54 **	MEMBERSHIP/PUBLICATIONS	3137	.00	0	27833	29491.93	106	.00	37252	7760.07	79
55-00	TRAINING	5812	3308.00	57	58082	16921.00	29	.00	75561	58640.00	22
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5812	3308.00	57	58082	16921.00	29	.00	75561	58640.00	22
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	6787-	.00	0	20357	.00	0	.00	0	.00	0
62 **	BUILDINGS	6787-	.00	0	20357	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	3063490	388050.62	13	26193130	7066103.14	27	17317211.84	35383634	11000319.02	69
63 **	INFRASTRUCTURE	3063490	388050.62	13	26193130	7066103.14	27	17317211.84	35383634	11000319.02	69
64-00	MACHINERY & EQUIPMENT	156056	70838.58	45	2034821	1505692.14	74	662972.43	2503037	334372.43	87
64-15	IT HARDWARE	10946	.00	0	101000	22890.84	23	69102.88	133856	41862.28	69

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	167002	70838.58	42	2135821	1528582.98	72	732075.31	2636893	376234.71	86
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	9640	4088.00	42	58762	30000.00	51	.00	87700	57700.00	34
68 **	INTANGIBLE ASSETS	9640	4088.00	42	58762	30000.00	51	.00	87700	57700.00	34
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
82-00	AID TO PRIVATE ORGANIZAT	200	.00	0	400	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	200	.00	0	400	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	470319	441667.00	94	4166441	3975003.00	95	.00	5577400	1602397.00	71
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	6746922	772603.00	12	.00	8995897	8223294.00	9
91-30	GF CAPITAL PROJECTS 301	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	67544	.00	0	202632	.00	0	.00	405266	405266.00	0
91 **	INTERFUND TRANSFER	1287521	441667.00	34	11115995	4747606.00	43	.00	14978563	10230957.00	32
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	1041030	1041030.00	100	.00	1388042	347012.00	75
95 **	NONOPERATING	115670	115670.00	100	1041030	1041030.00	100	.00	1388042	347012.00	75
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7405775	3318520.03	45	65759979	34483514.49	52	23067461.22	87978293	30427317.29	65
GRAND	TOTAL *********	7405775	3318520.03	45	65759979	34483514.49	52	23067461.22	87978293	30427317.29	65

FY 2016 Budget by Classification Report - Summary Listing

Through 6/30/2016

Target for June is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,317,995		$ 1,042,201.11	$ 275,793.89	79%
MISCELLANEOUS	$ 52,000		$ 8,101.08	$ 43,898.92	16%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,050,302.19**	**$ 1,747,132.81**	**38%**
EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 371,479.66	$ 188,776.34	66%
OPERATING EXPENDITURES	$ 458,179	$ 115,209.77	$ 126,000.04	$ 216,969.19	53%
CAPITAL OUTLAY	$ 1,760,250	$ 267,571.70	$ 383,605.93	$ 1,109,072.37	37%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 382,781.47**	**$ 881,085.63**	**$ 1,533,567.90**	**45%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,050,302.19**	**$ 1,747,132.81**	**38%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 382,781.47**	**$ 881,085.63**	**$ 1,533,567.90**	**45%**
	$ -	**$ (382,781.47)**	**$ 169,216.56**		

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
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	4,166	.00		37,494	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	4,166	.00		37,494	.00		50,000	50,000.00
330 ***	INTERGOVERNMENTAL REVENUE	4,166	.00		37,494	.00		50,000	50,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	109,832	110,692.13	101	988,488	1,042,201.11	105	1,317,995	275,793.89
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	109,832	110,692.13	101	988,488	1,042,201.11	105	1,317,995	275,793.89
343 **	PHYSICAL ENVIRONMENT	109,832	110,692.13	101	988,488	1,042,201.11	105	1,317,995	275,793.89
340 ***	CHARGES FOR SERVICES	109,832	110,692.13	101	988,488	1,042,201.11	105	1,317,995	275,793.89
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	141.21	85	1,494	2,300.82	154	2,000	300.82-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	141.21	85	1,494	2,300.82	154	2,000	300.82-
20 00	DIVIDENDS	0	.00		0	11.49		0	11.49-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	711.23-		0	711.23
361 **	INTEREST AND OTHR EARNING	166	141.21	85	1,494	1,601.08	107	2,000	398.92
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	141.21	85	1,494	8,101.08	542	2,000	6,101.08-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		1,070,577	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		1,070,577	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		1,070,577	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		1,070,577	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	110,833.34	48	2,098,053	1,050,302.19	50	2,797,435	1,747,132.81

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	23697	31686.67	134	213813	219787.88	103	.00	284902	65114.12	77
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	135	.00	0	675	1081.74	160	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	31686.67	133	214488	220869.62	103	.00	285984	65114.38	77
13-00	OTHER SALARIES & WAGES	8050	3764.00	47	72450	26197.45	36	.00	96609	70411.55	27
13 **	OTHER SALARIES & WAGES	8050	3764.00	47	72450	26197.45	36	.00	96609	70411.55	27
14-00	OVERTIME	41	.00	0	369	615.54	167	.00	500	115.54-	123
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	.00	0	369	615.54	167	.00	500	115.54-	123
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	41	.00	0	369	165.00	45	.00	495	330.00	33
20 **	CLOTHING/SHOE ALLOWANCE	41	.00	0	369	165.00	45	.00	495	330.00	33
21-00	FICA TAXES	2494	2560.81	103	22446	17781.80	79	.00	29939	12157.20	59
21 **	FICA TAXES	2494	2560.81	103	22446	17781.80	79	.00	29939	12157.20	59
22-00	RETIREMENT CONTRIBUTIONS	2882	2996.88	104	25938	21247.08	82	.00	34584	13336.92	61
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2996.88	104	25938	21247.08	82	.00	34584	13336.92	61
23-00	LIFE/HEALTH INSURANCE	5590	6873.90	123	50310	53180.97	106	.00	67089	13908.03	79
23-03	CONTRA CIGNA SAVINGS	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 **	LIFE/HEALTH INSURANCE	5590	6873.90	123	50310	53180.97	106	.00	67089	13908.03	79
24-00	WORKER'S COMPENSATION	3074	2673.21	87	27666	26702.20	97	.00	36896	10193.80	72
24 **	WORKER'S COMPENSATION	3074	2673.21	87	27666	26702.20	97	.00	36896	10193.80	72

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
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	CAFETERIA PLAN	680	680.00	100	6120	4720.00	77	.00	8160	3440.00	58
27 **	CAFETERIA PLAN	680	680.00	100	6120	4720.00	77	.00	8160	3440.00	58
31-00	PROFESSIONAL SERVICES	11208	.00	0	100872	11831.50	12	96747.00	134500	25921.50	81
31-01	LEGAL EXPENSES	83	.00	0	747	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	129.15	27	4392	2768.88	63	3090.12	5859	.00	100
31 **	PROFESSIONAL SERVICES	11779	129.15	1	106011	14600.38	14	99837.12	141359	26921.50	81
34-00	CONTRACT SERVICES	416	.00	0	3744	1934.98	52	.00	5000	3065.02	39
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	42831	42831.00	100	.00	57111	14280.00	75
34 **	CONTRACT SERVICES	5175	4759.00	92	46575	44765.98	96	.00	62111	17345.02	72
39-00	CONTINGENCY	5041	.00	0	71369	.00	0	.00	86500	86500.00	0
39 **	CONTINGENCY	5041	.00	0	71369	.00	0	.00	86500	86500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	1647	639.68	39	.00	2200	1560.32	29
40 **	TRAVEL & PER DIEM	183	.00	0	1647	639.68	39	.00	2200	1560.32	29
41-00	COMMUNICATION	180	.00	0	1620	544.90	34	955.10	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1620	544.90	34	955.10	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	.00	0	1125	703.34	63	120.00	1500	676.66	55
42 **	POSTAGE & FREIGHT	125	.00	0	1125	703.34	63	120.00	1500	676.66	55
43-00	ELECTRIC/WATER/SEWER	1500	1011.30	67	13500	7831.37	58	8533.86	18000	1634.77	91
43 **	ELECTRIC/WATER/SEWER	1500	1011.30	67	13500	7831.37	58	8533.86	18000	1634.77	91
44-00	RENTALS AND LEASES	357	.00	0	4565	679.95	15	226.65	5635	4728.40	16
44 **	RENTALS AND LEASES	357	.00	0	4565	679.95	15	226.65	5635	4728.40	16
45-00	INSURANCE	599	.00	0	5391	5270.91	98	.00	7191	1920.09	73
45 **	INSURANCE	599	.00	0	5391	5270.91	98	.00	7191	1920.09	73

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
46-00	REPAIRS & MAINTENANCE	3666	938.02	26	32994	19662.85	60	2444.37	44000	21892.78	50
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2011	418.39	21	18099	19207.94	106	1500.00	24135	3427.06	86
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5677	1356.41	24	51093	38870.79	76	3944.37	68135	25319.84	63
47-00	PRINTING & BINDING	169	.00	0	169	.00	0	.00	675	675.00	0
47 **	PRINTING & BINDING	169	.00	0	169	.00	0	.00	675	675.00	0
49-00	OTHER CHARGES & OBLIG.	597	.00	0	5373	532.40	10	.00	7175	6642.60	7
49-07	BAD DEBT EXPENSE	833	111.82-	13-	7497	10914.40-	146-	.00	10000	20914.40	109-
49 **	OTHER CHARGES & OBLIG.	1430	111.82-	8-	12870	10382.00-	81-	.00	17175	27557.00	60-
52-00	OPERATING SUPPLIES	1195	565.99	47	10755	6730.62	63	1111.60	14350	6507.78	55
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	2885.75	133	19548	11733.15	60	.00	26065	14331.85	45
52-33	EMPLOYEE HEALTH CENTER	110	.00	0	990	841.93	85	481.07	1323	.00	100
52 **	OPERATING SUPPLIES	3477	3451.74	99	31293	19305.70	62	1592.67	41738	20839.63	50
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	66	.00	0	594	522.59	88	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	594	522.59	88	.00	800	277.41	65
55-00	TRAINING	250	.00	0	2250	2646.45	118	.00	3000	353.55	88
55 **	TRAINING	250	.00	0	2250	2646.45	118	.00	3000	353.55	88
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	15750	11136.89	71	35750	31136.89	87	.00	83000	51863.11	38
61 **	LAND	15750	11136.89	71	35750	31136.89	87	.00	83000	51863.11	38

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
63-00	INFRASTRUCTURE	117283	.00	0	1135547	162821.04	14	267571.70	1487400	1057007.26	29
63 **	INFRASTRUCTURE	117283	.00	0	1135547	162821.04	14	267571.70	1487400	1057007.26	29
64-00	MACHINERY & EQUIPMENT	15820	.00	0	142380	189648.00	133	.00	189850	202.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15820	.00	0	142380	189648.00	133	.00	189850	202.00	100
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	1562	.00	0	14058	.00	0	.00	18750	18750.00	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	1562	.00	0	14058	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	72968.14	31	2097963	881085.63	42	382781.47	2797435	1533567.90	45
GRAND	TOTAL *********	233107	72968.14	31	2097963	881085.63	42	382781.47	2797435	1533567.90	45

Legislation Details (With Text)

File #:	16-319	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/15/2016			**In control:**	City Council
On agenda:	7/26/2016			**Final action:**	
Title:	Local Business Tax Receipts Report. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	7-26-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2016
Agenda Date: July 26, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Local Business Tax Receipts Report

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational license) for July 1, 2016 - July 15, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007433	AAA LIFE INSURANCE CO. DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	734-591-2352
16-00007434	AMERICAN COLONIAL INS CO DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00002969	AMERICAN PUBLIC LIFE INS CO DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00007431	B & J INTERNATIONAL MOTOR CAR 440 KING ST COCOA FL 32922	7/13/16	NEW	Repair and Maintenance	321-794-2424
16-00007428	COCOA NAIL CORPORATION 2711 CLEARLAKE RD #4 COCOA FL 32926	7/14/16	NEW	Personal and Laundry Services	321-504-1116
16-00007436	COLUMBIAN LIFE INS CO TEMP OL ADDRESS COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00007437	COLUMBIAN MUTUAL LIFE INS CO DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00007432	GEEK SQUAD SERVICES LLC 1507 N COCOA BLVD 3 UNI COCOA FL 32922	7/13/16	NEW	Repair and Maintenance	386-438-7641
16-00007439	HDI GLOBAL INS CO DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00007430	HOMEMADE HAPPINESS INC. 916 FLORIDA AVE COCOA FL 32922	7/13/16	NEW	Food Manufacturing	352-988-4080
16-00007443	JERK FLAVAS LLC 935 SCHOOL ST COCOA FL 32922	7/14/16	NEW	Food Services and Drinking Places	321-208-8467
16-00007421	KIMBERLY BONDER REZANKA, P.A. 96 WILLARD ST UNIT 302 COCOA FL 32922	7/01/16	NEW	Professional, Scientific, and Tech S	321-639-1320
16-00007440	MUTUAL TRUST LIFE INS CO DOING BUSINESS IN COCOA FL 32922	7/13/16	NEW	Insurance Carriers and Related Activ	
16-00007423	PAWN INVESTMENT GROUP LLC 420 N COCOA BLVD COCOA FL 32922	7/08/16	NEW	Credit Intermediation and Related Ac	321-208-8066

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007438	SHELL WE DECORATE 313 BREVARD AVE COCOA FL 32922	7/13/16	NEW	Museums, Historical Sites, and Simil	321-313-4678
16-00007422	THE LAZY PIRATE, LLC 116 HARRISON ST SUITE A COCOA FL 32922	7/06/16	NEW	Clothing and Clothing Accessories St	321-795-1562