City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, July 11, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-375 Approve the Agenda for the Regular meeting of July 11, 2023, as presented or with amendments.

Attachments: 07-11-2023 Short Agenda ADA.pdf

MINUTES:

II.2(a) 23-366 Approve the Minutes of the Regular meeting of May 23, 2023, as written or with amendments.

Attachments: 05-23-2023 Minutes ADA.pdf
EXHIBIT A: 2023 Dog Park Presentation.pdf
EXHIBIT B: Form 8B Submitted by Councilmember Koss.pdf

II.2(b) 23-368 Approve the Minutes of the Regular meeting of June 6, 2023, as written or with amendments.

Attachments: 06-06-2023 Minutes ADA.pdf
Exhibit A: Presentation on Mission Space Coast.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-342 Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00. (Utilities Director)

Attachments:
- JACOBS ENGINEERING EXECUTED AGREEMENT.pdf
- COI Jacobs Exp 7-1-23.pdf
- Jacobs Budget Resolution 7.11.23.docx
- BAF 23-078-T-UT -Jacobs Continuing Support (7-11-23) Agenda 23-342.pdf
- Signed Task Order 2023-28 Addendum 1.pdf
- TO-JACOBS 2023-28.1 $85,520.00- UT-DY.pdf
- TRACK SHEET.pdf

V.2 23-343 Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida. (Utilities Director)

Attachments:
- Quote#041923CJ1 Gardner Denver Nash -$40983.00.pdf
- Gardner Denver Nash LLC C-O Hudson Pump and Equipment Vendor Resoluti
- 5-2-2023 - City of Cocoa, FL - Hudson Pump Sole Source Letter.pdf

V.3 23-357 Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-092-A. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B. (Finance Director)

Attachments:
- Final Bond Project Listing.xlsx
- Budget Resolution FY 2023-071 ADA Compliant.docx
- BAF 23-092-A-FN-426 Bond Project Trueup (7-11-23) Agenda 23-357.pdf

V.4 23-374 Approve a purchase order with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City. (Interim Public Works Director)

Attachments:
- 2nd Amendment to VA Paving Inc., Asphaltic Concrete B-6-20-57 (2).pdf
- Brevard County Bid No. B-6-20-57.pdf
- BrevardCounty Paving Renewal 8-22-22 to 8-21-23.pdf
- Fully Executed Piggyback Contract Agreement.pdf
- VA Paving - City of Cocoa Additional 2023 Paving - REV A 4.28.23.pdf
- Resolution - Annual Street Additional FY 23 Paving Project Contingency.doc
- VA Paving COI Exp 12-31-23 .pdf
- B-6-20-57 Price Adjustment 8.pdf

V.5 23-377 Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project. (Interim Public Works Director)

Attachments:
- SOIRL Interlocal Revenue Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-085-A-SW-SOIRL Floating Wetlands (7-11-23) Agenda 23-377.pdf
- SOIRL Agreement 23-231 Cost Share Funding for Floating Wetlands.pdf

V.6 23-378 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Seven Replacement Kits with Installation for Coplastix (isolation) Sluice Gates in Sellers Bardenpho System with Alfa Laval, Inc., 5400 International Trade Drive, Richmond, VA, 23231, and to Authorize the City Manager to Negotiate and Approve Related Agreements and Purchases for $41,205. (Utilities Director)

Attachments:
- Alfa Laval Quote.pdf
- sole-source-Alfa Laval-Sellers.pdf
- Sole Source Resolution-Alfa Laval.doc

V.7 23-379 Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000. (Interim Public Works Director)

Attachments:
FDACS Contract - 29920.pdf
Budget Resolution FY 2023-067 ADA Compliant.docx
BAF 23-086-A-PW-Forestry Grant Award (7-11-23) Agenda 23-379.pdf

V.8 23-380 Authorize the City Manager to execute the Florida Department of Environmental Protection's (FDEP) Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of Cocoa Stormwater Improvement Projects. Approve the City Manager to execute a task order with Mead & Hunt under a continuing services contract for the design of the US1 and Forrest Ave. stormwater pond that is funded under the grant agreement with FDEP. (Interim Public Works Director)

Attachments:
0. Standard Grant Form (10.25.22)_ARPA_MN038.pdf
1.Standard Terms and Conditions (11.14.22) Grants_MN038.pdf
2. Special Terms and Conditions w-selections made_MN038.docx
3. GWP_DWRA_Revised_CityofCocoa_MN038_Draft_v4.docx
4. Public Records Requirements- Grants_MN038.pdf
5. Special Audit Requirements 11.8.22_MN038.docx
6. Exhibit A_ARPA Progress Report Form (rev_5.2.22)_MN038.docx
8. Contract Provisions SLFRF (4.14.22)_MN038.pdf
Exhibit C Payment Request Form Sample (11.14.22)_MN038.docx
Request for Information on Projects - Application.msg
Budget Resolution FY 2023-75 ADA Compliant.docx
BAF 23-085-A-SW-SOIRL Floating Wetlands (7-11-23) Agenda 23-377.pdf
CO Forrest US1 Stormwater Improvements Scope and Fee 041823.pdf

V.9 23-381 Approve a Resolution Amending the FY23 Budget, BAF # 23-091-T, to change ARPA/SLFRF allocations, to purchase information technology critical infrastructure.

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

Attachments:
BAF 23-091-T-IT-ARFFA (7-11-23) Agenda 23-381.pdf
Budget Resolution FY 2023-072 ADA Compliant.docx

V.10 23-385 Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY24 Budget. (Finance Director)

Attachments:
- 4th Amendment Partially Executed.pdf
- Resolution_Waive_Comp_Bid_Ferguson.doc
- Fully Executed_Master Agreement for Water Meter & Meter Reading Equipmen
- Sunstate Ownership Change Notice Letter 10-25-21.pdf
- Ferguson-Sunstate Amendment 001.pdf
- Ferguson-Sunstate Amendment 002.pdf
- 3rd Amendment Renewal Ferguson Waterworks.pdf

V.11 23-389 City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for Planning and Surveying Services. (Finance Director)

Attachments:
- Budget Resolution FY 2023-073 ADA Compliant.docx
- BAF-23-088-T-CM-RVI Planning Svcs (7-11-23)Agenda 23-389.pdf

V.12 23-393 Announcement of Mayor Blake, Deputy Mayor Hearn and Councilman Goins to Attend the Florida League of Cities Annual Conference from August 10, 2023 - August 12, 2023. (Administrative Services Director)

V.13 23-398 Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC. (Utilities Director)

Attachments:
- Addendum to Integra Cocoa Apartments Development Agreement.pdf
- Fully executed Integra Development Agreement 1 2 2020.pdf
- Letter requesting Lift Station Reimburshment_6.9.23.pdf
- Budget Resolution FY 2023-070 ADA Compliant.docx
- BAF 23-089-ITF-UT-Evergreen Integra Cocoa LLC (07-11-23) Agenda 23-398.p

V.14 23-399 Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers. (Interim Public Works Director)

Attachments: 471391 - QUOTE.pdf
BCSO-Vehicle-Contract-22-27-1.0-Duval-Ford.pdf
FULLY EXECUTED Standard Form for Piggyback Contract No. BCSO 22-27-1.
SIGNED E-Verify Contractor Affidavit.pdf
Q2022-273 CITY OF COCOA 900-ECO 12YD SW.pdf
Sewer Equip. Co. Contract 101221.pdf
Sewer Equipment 101221-SCA Pricing.pdf
NJPA-COCOA, CITY OF-F5G 660A_38434-2_Quote.PDF
National Auto Fleet Contract 091521.pdf

V.15 23-401 Approval of the revised Emergency Pay Policy. (Administrative Services Director)

Sponsors: Director

Attachments: Current Emergency Pay Policy (July 2011).pdf
Emergency Pay Policy FINAL (7-11-23).pdf

V.16 23-406 Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety. (Community Services Director)

Attachments: Resolution No. 2023-069 (Building Permit Fee Schedule).docx
Permit Fee schedule (Rev 7-11-2023).docx

V.17 23-408 Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875. (Utilities Director)

Attachments:
- 3rd Renewal through 8.7.23 - City of Clermont.pdf
- City of Clermont Danus Contract 2017-89 Pricing.pdf
- City of Clermont Danus Utilities Agreement No. 2017-89.pdf
- Danus COI Exp 7-2-24.pdf
- FULLY EXECUTED Standard Form for New Piggyback Contract No. RFB 2017·
- SIGNED E-Verify Contractor Affidavit.pdf
- Quote XL 6.27.23.5.pdf
- Quote XL 6.27.23.6.pdf

MULTI-YEAR CONTRACTS:

V.18(b) 23-332 To Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00. (Utilities Director)

Attachments:
- DOCUSIGNED 2nd RENEWAL - CCI - EXP 2-21-2024.pdf
- OVERVIEW - Renewal Connect Consulting EXP 2-21-2024.pdf
- RENEWAL LETTER - CONNECT CONSULTING EXP 2-21-2024.docx (002).pd
- COPY_UT-DYAL-21-PGB-Connect-001-00.pdf
- CCI_Cocoa 17R Design Services Proposal - Copy.pdf
- COI-CCI.pdf
- FULLY EXECUTED 2nd AmendmentContract No. RFSQ-CD-20-31MB.pdf

V.19(b) 23-373

To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget. (Chief of Police)

Attachments:
Cocoa MOU-SRO 2023-24 5.22.23.docx
Memo 5.22.23 - Cocoa MOU-SRO 2023-24.pdf
SRO (4) 7-2023.xlsx
Emma Jewel and City of Cocoa - MOU for SRO - 2023-2024 - (FINAL)

V.20(b) 23-390

Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions. (Chief Technology Officer)

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

Attachments:
Budget Resolution FY 2023-074 agenda item 23-390.docx
Tracking Sheet.pdf
BAF 23-087-IFT-PW-GSA Contract (7-11-23) Agenda 23-390.pdf

V.21(b) 23-391

Council Approval to Enter into a Three Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting. (Finance Director)

Attachments:
DebtBook & Cocoa, FL NCPA Renewal Order Form T&Cs (5-5-23).docx
DebtBook Incorporated Docs (April 2022).pdf
DebtBook Quote - Cocoa, FL.pdf

V.22(b) 23-394 Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW). (Utilities Director)

Attachments: Jacobs COI.pdf
Jacobs Agreement.pdf
TO 2023-31 Wellhead Facilities for Well 17R - Design, Permitting, SDC.pdf
Signed_Veloza_T.O. (2023_31) Jacobs-227902 (June 8 2023) UT (03) .pdf
Track Sheet.pdf
Task Order-JACOBS 2023 Number.pdf

VI. PUBLIC HEARINGS:

VI.1 23-344 Second Reading of Ordinance No. 05-2023: Amending City Manager Purchasing Approval Authority and purchasing guidelines. (Finance Director)

Attachments: Ordinance 05-2023 city manager spending authority (PROPOSED CHANGES).
Purchasing Policy Data Analysis.pdf
LegalAdOrderConf.pdf

VI.2 23-396 Pass on First Reading of Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities. (Community Services Director)

Attachments: Ordinance 09-2023.docx
Legal Ad - M-2.pdf
M-2 map.pdf

VI.3 23-397 Pass on First Reading of Ordinance 08-2023: Zoning Text AMENDMENT regarding accessory structure regulations. (Community Services Director)

Attachments: Ordinance 08-2023.docx
Legal Ad - June 7.pdf

VI.4 23-402 Pass on First Reading of Ordinance 06-2023: To change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential." (Community Services Director)

Attachments: Ordinance 06-2023.docx
Exhibit A - Location Map.pdf
Exhibit B - FLU Map.pdf
Exhibit C - Legal Ad.pdf
Exhibit D - Zoning Map.pdf

VI.5 23-404 Pass on First Reading of Ordinance 07-2023: Adopting a Large-Scale Comprehensive Plan Text Amendment. (Community Services Director)

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

VII. COUNCIL BUSINESS:

VII.1 23-387 Approval to utilize the Construction Manager at Risk approach for Various Park Improvement Projects. (Interim Public Works Director)

VIII. CITY BUSINESS:

VIII.1 23-421 Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity. (Community Services Director)

Attachments: 2023-077 Affirming the Dr. Joe Lee Smith Center Redevelopment Project is con
program-overview.docx
Joe Lee Smith Center Paper.pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-352 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 5/31/2023. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.22 thru 5.31.23.pdf

IX.2 23-355 FY 2023 May Budget Adjustment Report. (Finance Director)

Attachments: FY 2023 REVENUE Budget Tracking Worksheet-2023-05.pdf
FY 2023 EXPENSE Budget Tracking Worksheet-2023-05.pdf

IX.3 23-358 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: Change Orders May 2023.pdf

IX.4 23-359 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 Classification Report May FY23.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	23-375	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/13/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 11, 2023, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-11-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 15, 2023
Agenda Date: July 11, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 11, 2023, 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 11, 2023, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 11, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 11, 2023. (23-375)

2. Minutes: (a) Regular Meeting of May 23, 2023 (23-366)
(b) Regular Meeting of June 6, 2023 (23-368)

III. Awards and Presentations:

None.

IV. Delegations:

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

This Agenda may be Amended up until or at the Meeting

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00. (23-342). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida. (23-343). (Utilities Director)

3. Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-092-A. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B. (23-357). (Finance Director)

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5. Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project. (23-377). (Interim Public Works Director)

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7. Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000. (23-379). (Interim Public Works Director)

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12. Announcement of Mayor Blake, Deputy Mayor Hearn and Councilman Goins to Attend the Florida League of Cities Annual Conference from August 10, 2023 - August 12, 2023. (23-393). (Administrative Services Director)

13. Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC. (23-398). (Utilities Director)

14. Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sheriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers. (23-399). (Interim Public Works Director)

15. Approval of the revised Emergency Pay Policy. (23-401). (Administrative Services Director)

16. Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety. (23-406). (Community Services Director)

17. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875. (23-408). (Utilities Director)

(B) Multi-Year Contracts:

18. Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00. (23-332). (Utilities Director)

19. Consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget. (23-373). (Chief of Police)

20. Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions. (23-390). (Chief Technology Officer)

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

21. Council Approval to Enter into a Three-Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting. (23-391). (Finance Director)

22. Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW). (23-394). (Utilities Director)

VI. Public Hearings:

1. Second Reading of Ordinance No. 05-2023: Amending City Manager Purchasing Approval Authority and purchasing guidelines. (23-344). (Finance Director)

2. Pass on First Reading of Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities. (23-396). (Community Services Director)

3. Pass on First Reading of Ordinance 08-2023: Zoning Text AMENDMENT regarding accessory structure regulations. (23-397). (Community Services Director)

4. Pass on First Reading of Ordinance 06-2023: To change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential." (23-402). (Community Services Director)

5. Pass on First Reading of Ordinance 07-2023: Adopting a Large-Scale Comprehensive Plan Text Amendment. (23-404). (Community Services Director)

VII. Council Business:

1. Approval to utilize the Construction Manager at Risk approach for Various Park Improvement Projects. (23-387). (Interim Public Works Director)

VIII. City Business:

1. Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity. (23-421). (Community Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 5/31/2023. (23-352). (Finance Director)

2. FY 2023 May Budget Adjustment Report. (23-355). (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. (23-358). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (23-359). (Finance Director)

X. Reports:

XI. Adjournment:

This Agenda may be Amended up until or at the Meeting

XII. Notice To The Public:

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

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

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

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

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

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

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

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

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

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

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-366	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of May 23, 2023, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-23-2023 Minutes ADA.pdf EXHIBIT A: 2023 Dog Park Presentation.pdf EXHIBIT B: Form 8B Submitted by Councilmember Koss.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2023
Agenda Date: July 11, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of May 23, 2023, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of May 23, 2023, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 23, 2023

A Regular City Council Meeting was held on Tuesday, May 23, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

A moment of silence was held for CJ Albright, Neecy Johnson, and Robin Pitts Brown.

Pastor Jarvis Wash provided the invocation and Cocoa High School JROTC cadets led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Director of Communications & Economic Development; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Rob Beach,

Chief Technology Officer; Bryant Smith, Public Works Director; Tiffany Bonadio, PR Coordinator; Neodasha Harris, Leisure Services Coordinator; Lashedra Turner, Leisure Services; Gail Bantugen, Leisure Services Manager; and Lisa Richardson, Help Desk Support Tech.

Councilmember Koss announced that she was attending via the phone as she tested positive for Covid.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 23, 2023. (23-306)

2. Minutes: N/A

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the Agenda with the following Amendments for the Regular meeting of May 23, 2023. The amendments are to Remove Item VIII.8, District 2 Recognitions; Remove Consent Item V.6, Stradley Park improvements; and to Table Item VII.1, regarding Septic to Sewer. The motion was opened for discussion.**

Mayor Blake advised that the reasoning for the tabling of this item is that he would like the Councilmember who put this item forward to be in attendance.

Councilmember Goins asked why Item V.6 was being removed and in response, Mr. Smith stated that the youth football team requested that it be delayed so that it does not interrupt their season. He assured Council the funding would be rolled over. The work could begin in October of this year.

Councilmember Koss spoke in regards to Item VII.1 and announced that she could not vote on this item but citizens need closure. She felt that there was no point in delaying the item.

Mayor Blake noted that this will be the fifth time that this item has been brought forth to them and the dates were included in the agenda item. He believes that she should be present for the item.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Goins

NAYES: Hearn, Dyal, Koss

THE MOTION CARRIED (2-3)

* **Item VII.1 will remain on the agenda.**

* **MOTION by Mayor Blake; Seconded by Dyal, to Amend the Agenda for the Regular meeting of May 23, 2023, to Remove Item VIII.8, District 2 Recognitions; and Remove Consent Item V.6, Stradley Park improvements.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognition of Chris Webb with the Cocoa Rotary. (23-331). (Mayor Blake)

Mayor Blake presented a Certificate of Recognition to the Cocoa Rotarians. President Chris Webb spoke on behalf of the Rotarians. He explained what the group does and noted they do service projects throughout the community. In 2024 they will be a one hundred year old club. He thanked the Council and City for the recognition.

Mr. Webb presented Mayor Blake with an application for membership that was pre-filled and asked him to become a member. Mayor Blake accepted as a part of the City of Cocoa.

2. Proclamation: Proclaiming the Week of May 14 - 20, 2023 as “National Police Week.” (23-128). (Chief of Police)

Chief Collier read the Proclamation into the record.

3. Proclamation: Proclaiming the Week of May 7-13, 2023 as "Drinking Water Week." (23-280). (Utilities Director)

Mr. Walsh read the Proclamation into the record.

4. Recognition of Gregg Stoll. (23-279). (Councilmember Dyal)

Councilmember Dyal presented a Certificate of Recognition to Mr. Gregg Stoll for all of his work and dedication to the City of Cocoa and to the Brevard Museum of History and Natural Science. He is always out and about giving his own time fixing something or putting time in at the Museum.

Mr. Stoll spoke and thanked the City for the recognition. He explained the eagle watch program that he is a part of and about the trains at the Museum. Lastly, he mentioned that volunteers are what the keep the Museum going. He further announced that he is the City's representative on the Space Coast TPO.

5. Recognition of the "People's Choice" for the Tree Photo Contest. (23-291). (Communication & Economic Development Director)

Ms. Senger explained that the City hosted an Arbor Day Celebration in April and also held a Tree Photo Contest. She thanked those who served beside Councilmember Koss for the Tree Photo Contest as well as the planning committee for the Arbor Day Event. Ms. Senger provided information on the benefits of trees.

Ms. Judy Berman was the winner of the "People's Choice" for the Tree Photo Contest. She also did a painting that would be hung by the photo.

6. Keep Brevard Beautiful presentation of Trophy for the Trash Bash. (23-292). (Communication & Economic Development Director)

Keep Brevard Beautiful was in attendance to present the trophy for Trash Bash. Cocoa had 252 volunteers and collected 19,700 pounds of trash. Ms. Harris spoke and noted that Cocoa High School JROTC stepped in to help and she presented them with a check.

The JROTC teacher spoke and thanked Keep Brevard Beautiful, the City of Cocoa, and the school administration.

7. Presentation regarding a Dog Park. (23-308). (Brad Whitmore, HCVMS)

Mr. Whitmore provided a presentation[1] on Dog Friendly Cocoa Village. He provided the goal for being at the meeting tonight as well as the benefits of a dog park and the location that is being proposed.

He mentioned that a benefactor came forward and made a very generous offer. This person also has three other dog parks around Brevard County. He has pledged $50,000 and his only request was to have a sign at the park with his name on it.

[1] EXHIBIT A: Presentation re: Dog Friendly Cocoa Village

Ongoing maintenance costs were discussed in detail and Mr. Whitmore noted the following items that would need to be discussed in furtherance in the future: dog specific infrastructure improvements, legal/liability considerations, rules of use and enforcement, breakdown of maintenance responsibilities and expenses, and fundraising opportunities.

He reiterated today's goal which was to get a consensus from Council to allow Historic Cocoa Village Main Street (HCVMS) to move forward with working with staff on the logistics of an agreement for use of the area in Lee Wenner Park to be used as a dog park.

City Manager Whitten noted they had met with Mr. Whitmore and for the City the issue is always the ongoing maintenance.

Mayor Blake voiced his support of this and asked Attorney Garganese if he had anything to add in regards to this proposal.

In response, Attorney Garganese stated that he did not see specific issues other than crossing the T's and dotting the I's like with any legal agreement. Many cities have dog parks.

Councilmember Dyal felt that a lot of things needed to be considered such as sickness that can be spread among dogs and other issues that have been reported by other dog parks. Mr. Whitmore agreed that things can happen but that is a very small percentage.

Councilmember Goins does not have an issue with this but has an issue with it being at Lee Wenner Park. He is not in favor of using that entire area as he does not want to lose that portion of the park. Additionally, he does not want the pavilion tied into the park either. In response, Mr. Whitmore reiterated the plan in regards to the pavilion.

Deputy Mayor Hearn was in favor and agreed with Councilmember Goins' concerns regarding the fishing pier but he feels the logistics can be worked out.

Councilmember Koss was in favor of the dog park.

* **CONSENSUS OF COUNCIL TO ALLOW HCVMS TO WORK WITH THE CITY IN REGARDS TO A DOG PARK. COUNCILMEMBER DYAL WAS AGAINST THE DOG PARK. (4-1)**

Councilmember Goins asked about the plan to move this forward. It was pointed out that Mr. Smith, Ms. Senger and Ms. Neuterman would be meeting in regards to this and they would come back to Council with the design.

Mr. Whitmore asked in respect to Mr. Pieloch (the benefactor) if it could be a shorter time frame since he made a generous offer. In closing, he wished a Happy Public Works Week to Mr. Smith.

~~8. Recognition of District 2 citizens. (23-333). (Deputy Mayor Hearn)~~

IV. Delegations:

Jarvis Wash, representing My Community Cares, provided a handout in regards to the Summer 2023, S.P.O.T. Program that runs June 2nd to 30th. This program gives the kids in the area something positive to do over the summer months. The cost is $20,000 and he asked Council to use ARPA funding to cover one of the nights.

Councilmember Goins asked if Brevard Parks and Recreation could be reached out to and possibly waive their fees.

City Manager Whitten looked at facility charges and will talk to the Parks Director about those fees. He further mentioned the law enforcement requirement and felt that there was a way to help with that as well.

Councilmember Goins was in support of this and mentioned that the City Manager would have to look at numbers.

Deputy Mayor Hearn thanked Pastor Wash for doing this for the community.

Councilmember Dyal asked about the Council donations and Chief Collier stated that the police foundation is looking to cover one night as well.

Mayor was in support as well.

Councilmember Koss was in support as well.

Dr. Lance Armstrong, representing the Rolling Thunder, noted that rolling thunder is a term coined by troops on the ground in Vietnam. He provided a brief history of the organization and presented a posted of an upcoming event that will be

duplicating an event in Washington D.C. The Vietnam Wall will be coming through Cocoa, this Saturday, May 27th at 1 p.m. on SR 520 from I-95 and he asked for law enforcement help with this. He invited everyone to the event as well to support the organization.

Anita Gibson, Cocoa, stated she was very impressed with things happening in the City and very happy there are things for the children to do over the summer. She reiterated the need for more police officers as well as a cold case unit. She further asked about improvements at Provost Park.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget, BAF# 23-052-A, Reassigning FY21 Fund Balance and Provide the City Manager Authority to Approve the Subsequent Budget Transfers from Contingency to the Appropriate General Ledger Accounts Directly Related to the Projects Specified in Assigned Fund Balance Already Approved by City Council. Also Amending the FY23 Budget, BAF# 23-070-A for Funds to Professional Services. With this Resolution a Third BAF# 23-071-A, Amending the Budget for $1.00, Rounding Issue with the SLFRF Revenue. (23-203). (Finance Director)

2. Approve a Resolution Amending the FY23 Budget, BAF# 23-076-T, for the cost of resurfacing roadways added to the FY 23 Annual Street Paving Program; Approve the use of these funds towards the resurfacing of staff recommended list of roads. (23-259). (Public Works Director)

3. Approve a Resolution Amending the FY23 Budget, BAF# 23-073-T, through the use of General Fund Contingency. Approve an increase to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for the repair of Fire Rescue Apparatus E31. Approve a Resolution to Waive Competitive Bidding. (23-266). (Public Works Director)

4. Approve an Encroachment Agreement Between the City of Cocoa and Orange County for the Orange County Sunbridge Parkway Roadway Extension and to Approve Additional Access Easements Between Central Florida Property Holdings 200, LLC and the City of Cocoa Necessary as a Result of the Roadway Improvements. (23-267). (Utilities Director)

5. Approve the demolition removal and scrapping of the old, damaged and dilapidated playground equipment at the Harry T. Moore Center. (23-283). (Public Works Director)

6. ~~Request Council to award the Football Field Improvements at Don "Mo" Stradley Memorial Park to W&J Construction in the amount of $497,485, and execute the agreement. Approve a Resolution to Waive Competitive Bidding, Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $50,000. Authorize the City Manager and City Attorney to negotiate construction contract and to execute amendments and extensions to the agreement within the approved contingency. (23-285). (Public Works Director)~~

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

7. Approve the Police Department to Apply for the FY2023 Bulletproof Vest Partnership Program. (23-287). (Chief of Police)

8. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Five (5) Variable Frequency Drives (VFD's) Manufactured by ABB, Inc. from Barney's Pumps, Inc. of Lakeland, FL; To Approve a Resolution Amending the FY2023 Budget, BAF# 23-074-T to Reallocate Funds to Purchase Five (5) ABB® VFD Units from Barney's Pumps of Lakeland, FL in the Amount of $97,400.00. (23-290). (Utilities Director)

9. Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of REXA® Electro-Hydraulic Valve Actuators from PRO-CO, Inc. of Winter Springs, Florida. (23-295). (Utilities Director)

10. Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-075-IFT in the amount of $535,320; Approve Change Order #5 for E&D Contracting/PO 79480 in the amount of $478,886; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $989,934 for the Sellers BNR Project (WS1222). (23-296). (Utilities Director)

11. Approval of Amendment #1 of the HOME Disbursement Agreement between Brevard County and the City of Cocoa. Authorize the Mayor to sign the amended agreement. (23-312). (Community Services Director)

12. Approve a Resolution to Waive Competitive Bidding, and to approve the Service Agreement with Pride Enterprises for various repairs to the Fire Blast Training Trailer. (23-313). (Public Works Director)

13. Approve an increase to the headcount for two Firefighter Trainee positions and fund the training costs for Law Enforcement, Fire, and Emergency Medical Technician (EMT) Academies for four Cocoa High students. The funding source was approved via Resolution #2023-019 and BAF#23-051-A. Approval to modify the FY2023 pay plan. (23-315). (Administrative Services Director)

14. Accept the Award of the Florida Local Government Cybersecurity Grant, a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement between the City of Cocoa and the State of Florida Department of Management Services and approve Budget Amendment # 23-079-A-IT. The contents of this grant award are confidential and not for public release per F.S. 119.0725. (23-328). (Chief Technology Officer)

(B) Multi-Year Contracts:

15. Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm. (23-286). (Utilities Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Second Reading Ordinance No. 03-2023: Consideration of a Zoning Map Amendment for 77 parcels totaling ±11.59 acres from Commercial Neighborhood (C-N) to Multi-Family District (RU-2-15). (23-323). (Public Works Director)

Attorney Garganese read Ordinance No. 03-2023 into the record, by title only as follows. He advised that this was the second and final reading.

ORDINANCE NO. 03-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP

DESIGNATION OF SEVENTY-SEVEN (77) PARCELS OF REAL PROPERTY, TOTALING 11.59 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF QUAIL RIDGE COURT AND OTTERBEIN AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith stated there were no changes since first reading and staff recommends approval.

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

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 03-2023 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Second Reading Ordinance No. 02-2023: Consider a Zoning Text Amendment Regarding Gym and Fitness Facilities. (23-324). (Public Works Director)

Attorney Garganese read Ordinance No. 02-2023 into the record, by title only as follows. He advised that this was the second and final reading.

ORDINANCE NO. 02-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE LISTS OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI OF THE ZONING ORDINANCE OF THE CITY OF COCOA RELATED TO GYM AND FITNESS FACILITIES IN THE RESTRICTED COMMERCIAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, CENTRAL BUSINESS DISTRICT, COMMERCIAL PARKWAY, WHOLESALE COMMERCIAL, PLANNED UNIT DEVELOPMENT, AND COCOA WATERFRONT OVERLAY DISTRICTS; ADOPTING A DEFINITION OF "GYM AND FITNESS FACILITIES"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND

RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith stated there have been no changes since first reading and staff recommends approval.

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

MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 02-2023 on Second and Final Reading.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Second Reading Ordinance No. 04-2023: Consideration of a citizen-initiated Zoning Map amendment regarding a parcel of real property totaling ±0.27 acres, from City of Cocoa Core Commercial (C-C) to City of Cocoa "Multiple-Family Dwelling District" (RU-2-25). (23-325). (Public Works Director)

Attorney Garganese read Ordinance No. 04-2023 into the record, by title only as follows. He advised that this was the second and final reading.

ORDINANCE NO. 04-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.27 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF MULBERRY STREET, APPROXIMATELY SIXTY TO SEVENTY-FIVE FEET EAST OF THE INTERSECTION WITH FORREST AVENUE, IN COCOA, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM CORE COMMERCIAL DISTRICT (C-C) TO MULTIPLE FAMILY DWELLING DISTRICT (RU-2-25); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public.

Aleck Greenwood, Cocoa resident, hoped that this item was not a repeat of what happened at the first reading. He hoped this vote was unanimous and believes that projects are good for the City.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 04-2023 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the proposed amendments to the previously approved 3-D Homes Development Agreement primarily related to the percentage of detached and attached single-family dwellings and minimum unit living area. (23-330). (Public Works Director)

Mr. Smith noted that in 2005 a development agreement was approved for 3-D Homes. He explained requirements stated in the Development Agreement but noted that a new development team has come forward and requested some changes. He reviewed the changes in detail and advised that staff was looking for direction from Council on how to proceed.

Councilmember Goins asked if the images they received were already approved or conceptual. In response, Mr. Smith stated they were conceptual.

Mayor Blake asked if this would come back to Council again. In response, Mr. Smith mentioned that if the agreement was approved then the developers would work with staff.

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

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (22-709). (City Manager)

Mayor Blake advised that this is the fifth time this item has been brought forward. They have also all received emails in regards to this. This has always been a two/two tie and other items were voted down.

Mr. Walsh provided a brief history and stated that in November, this item was tabled. Staff was asked to go back to the Indian River Lagoon group for more funding and that number has been updated and reflected in the agenda item as well as the two attachments.

Councilmember Koss recused herself as she has a conflict of interest and cannot vote on the item[2].

Councilmember Dyal mentioned that he has spent a lot of time researching this and if the eighty-eight homes sold right now it would be $123 million. If Option #2 is picked then citizens on the west side of US 1 will be paying for it.

* **MOTION by Councilmember Dyal for the eighty-eight homeowners to be responsible for 100% of the funding shortfalls that may be seen for the septic to sewer project.**

Mayor Blake confirmed that for them to get the 100% funding from the IRL they need 100% participation. Mr. Walsh added that they need an ordinance and then if there is a shortfall, they need to decide how that would be handled.

THE MOTION DIED FOR A LACK OF A SECOND.

Councilmember Koss showed four slides from the City's Comprehensive Plan. She stressed the importance of the following:

- Objective 4.1.1;
- Objective 4.1.4;
- Objective 4.1.4.1;
- Objective 4.1.4.4.

Councilmember Koss announced that she was leaving the meeting at this time[3].

Discussion was held in detail about a mandate and Attorney Garganese explained what Florida law allows municipalities to do as well as public health considerations around the J & K area.

---

2 EXHIBIT B: Form 8B submitted by Councilmember Koss

3 Councilmember Koss left the meeting at 7:57 p.m.

Mayor Blake felt that some things would not be known until excavation begins. There could be something they were not aware of and the environmental impact happens. Others will then have to absorb the costs and this will end up in a lawsuit.

Further discussion was held on the recoupment of overages and the bidding process.

Aleck Greenwood, Cocoa resident, stated that there is not an ordinance for maintaining septic tanks. The people on the water could be singled out and Councilmember Dyal was right about the coquina and the trees. This will ruin the looks of Indian River Drive. All of the issues in that area where there is a high water table cannot all be blamed on River Road.

Frank Sullivan, Cocoa resident, requested that Council support the septic to sewer project. He hoped that Mayor Blake and Councilmember Dyal could see what they were trying to prove about saving the Indian River Lagoon. He stated that in on Sunday in the Florida Today Newspaper there was an article about the Indian River Lagoon Protective Program. He explained the program in furtherance as well as House Bill 1379. He added that this is not just being talked about in Brevard County but everywhere else as well. There is money out there.

Representative Thad Altman offered his support and explained the committee that he chairs. They fund most of the water projects that come through and offered help. He felt strongly that they could help the City and asked that the City use him as a resource.

Mayor Blake asked what kind of assurance they have from Representative Altman such as something in writing, as his greatest concern is that others have spoken with him as well.

Representative Altman assured him he would personally meet with DEP, starting tomorrow, because this was a valuable thing.

Mayor Blake advised that he would eagerly wait for his results and believes in him.

Councilmember Dyal asked if this could be tabled as they do not know enough information at this point.

Linda Dolphin, Cocoa resident, requested they consider going forward with the recommendation for a bid and if it comes back too high then cancel it. She also suggested for them to vote that if the project comes in over bid then use loan funds, make the public infrastructure available and make the homeowners responsible. If sewer lines come in high have rate payers pay.

Tammy Carter, Cocoa resident, pointed out that there are about sixty drainage areas to the Indian River Lagoon. Even if all of this is fixed there would be sixty

plus drains still draining into the river. She believes it all needs to be figured out at one time or they should not do it. All homes will have different issues and problems and she does not feel there is enough background to go on with this, plus she does not want to pay. She feels it is too much and other issues need to be addressed as well.

James Smith, Cocoa resident, noted that the area is adjacent to Carlton Terrace and contains about two hundred properties. The City of Cocoa has access to reuse water and they wanted that area to hook up. There was a huge bill attached and no one wanted to do it, so the City prorated the costs over twenty years. He did not see why the same thing could not be done with this project.

George Brown, Cocoa resident, rides his bicycle in that area and agreed with Mr. Greenwood. His problem was what the area would look like and agreed with Councilmember Dyal.

Wesley Park, Cocoa resident, advised that everyone has hard choices and that is why they are up on the dias making decisions. He has to replace his septic tank and it will cost him $23,000. Two trees have had to be removed as well. He reiterated that choices have to be made.

Councilmember Goins confirmed that he stated that this septic was $23,000. Mr. Park responded in the affirmative and noted it was for a non-advanced system.

Councilmember Goins spoke about the time that there was a millage increase and Council received flack for that but a lot of positive things have come from that millage rate increase.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to table this item until a later date to acquire more information from proper authorities for discussion.**

Deputy Mayor Hearn was in favor of this project and will not change his mind but he is concerned. He wants to be cautious and ensure that it is done right. He asked that in the meantime a community meeting be held so that they can communicate what is being done so that the correct facts are out there.

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Whitten confirmed that in terms of tabling this item, Representative Altman would be going and looking for funding and if there was a way to do this outside of the legislative session. In response, Representative Altman advised that he wanted to reach out to DEP and City staff first to eliminate any concerns.

City Manager Whitten advised that staff would work with Representative Altman and this could possibly be presented as a legislative priority this year as the legislative session will be happening earlier. They would also submit a request for the SR 524 project. The County's deadline for DEP is October 2023 but Mr. Walsh felt that they could request an extension as long as a good faith effort was being made.

2. Consider the reappointment of George Brown as a Regular member on the Code Enforcement Board through June 30, 2026. (23-282). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Reappointment of George Brown, Jr., as a Regular member on the Code Enforcement Board through June 30, 2026.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Inform Council members of the selected Cocoa UpStart grant awardees. (23-289). (Director Communication & Economic Development)

The two recipients are The Thirsty Cactus and The Toy Box of Cocoa, LLC.

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

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Requesting to change the date and location of a previously approved street closure. (23-298). (Director Communication & Economic Development)

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

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Council approval of a 3% increase in rent for the tenants at the Porcher House. (23-301). (Director of Communication & Economic Development)

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

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Consider the Donation Application for Cocoa Youth Athletics Corporation in the amount of $1,000. (23-310). (Administrative Services Director)

Cocoa Youth Athletics Corporation presented a plaque to thank the City for its support throughout the years.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the donation in the amount of $1,000.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Approve Resolution No. 2023-052 adopting a revised fee schedule for planning and zoning applications. (23-326). (Public Works Director)

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

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. City Business:

1. Approval of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines. (23-299). (Finance Director)

Attorney Garganese read Ordinance No. 05-2023 into the record by title only, as follows. He advised this was first reading.

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE RELATED TO PURCHASING AND CONTRACT PROCEDURES; AMENDING SECTION 2-78 RELATED TO FINANCIAL POLICIES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bowman provided a brief explanation of this ordinance and explained why it was being brought forward. The second reading will be done at the first meeting of July.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve Ordinance No. 05-2023 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 4/30/2023. (23-294). (Finance Director)

2. FY 2023 April Budget Adjustment Report. (23-318). (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. (23-319). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (23-320). (Finance Director)

5. City Council Monthly Report, May 1-18, 2023. (23-327). (City Manager)

X. Reports:

Gregg Stoll, TAC/CAC representative, provided slides and an overview of upcoming FDOT projects. A slide was also shown in regards to hurricane evacuations on SR 528. In closing, he provided information on the upcoming Annual Open House entitled "Transportation Connections: From Point A to Point B", that will be held Tuesday, June 6, 2023 from 5:30 until 7 p.m.

Ms. Senger reminded all that the Memorial Day event is this Monday, May 29th. The stage event starts at 5 p.m. There will be a tribute to Capt. Ed Lanni.

Juneteenth will be held on Saturday, June 10th from 10 a.m. until 5 p.m. at Riverfront Park.

Lastly, the July 4th celebration will be held on Tuesday, July 4th at Riverfront Park. The concert begins at 8 p.m. and the fireworks begin at 9:15 p.m.

Ms. Neuterman advised that they hosted a Housing Summit on Thursday, May 18th and it went very well. They look forward to hosting again in the future.

Chief Lamm announced that on May 12th Brevard County had their annual awards ceremony. Several of Cocoa's firefighters were acknowledged at that ceremony. Cocoa was one of two municipalities recognized and thanked the Chief for recognizing the work they do.

He further thanked Ms. Gemmati and Ms. Bowman for the work they did in regards to the scholarship program for public safety. There were two for police and two for fire.

Lastly, he thanked Ms. Senger and her staff for the recruitment video that was done and showed the video.

City Manager Whitten believes that this high school program is significant and if they had it when others were growing up kids would have had better lives. He hopes they make it through the program and become first responders in the City.

City Manager Whitten announced awards received by the communications team at a recent conference. It was all through the Florida League of Cities. He mentioned each award and noted that Samantha Senger received a Certificate for Excellence in Government Communications which recognizes exemplary work. He is proud of all of those efforts and of staff members.

Councilmember Dyal stated there was a new donut shop at the corner of SR 520 and Clearlake Road.

Deputy Mayor Hearn showed photos of the shade that was placed at Anderson Park and stated that there have been more kids playing in the park. He further showed photos of the exercise equipment at Bracco Pond as well as photos from the Cocoa High School graduation.

Lastly, he asked about the inmate crews and where that stands. In response, Mr. Smith advised that during Covid they did away with the program.

Councilmember Goins spoke about an email that he received in regards to Airbnb's. He asked the City Clerk to forward it to all councilmembers, as there is a concern about leases. Additionally, he showed photos of the Cocoa High School Graduation, Emma Jewel Charter Academy's 8th Grade Graduation, photos of the Police Departments Inaugural Fundraiser event, and the ring ceremony at Cocoa High School. Lastly, he showed photos of him and Chief Collier who were a part of the latest LEAD Brevard Class. It was a long nine months but they made it and it was a great opportunity.

He pointed out that summer salaries have been raised for lifeguards and you can apply starting at 15 years old. If you choose to be at Joe Lee Smith Park they will keep you at that park. If they cannot get enough lifeguards the pool will only be open on Saturday and Sunday.

Mayor Blake showed photos of his attendance at the Inaugural Event and of Cocoa High School's Graduation. He announced that he was the recipient of the Educator of Excellence Award but was in Portland, Oregon, so former Councilmember Clarence Whipple, Jr. accepted the award in his honor.

He thanked everyone for their dedication and commitment to make their districts a better place to live. Citizens come first through citizen participation and they came to closure tonight. He stated they will stay positive.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of May 23, 2023.**

AYES: Blake, Hearn, Dyal, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 9:41 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Presentation re: Dog Friendly Cocoa Village



Dog Friendly Cocoa Village

Raising the bar…
a NEW Proposal for an off-leash dog area

Cocoa Village
HISTORIC MAIN STREET

Presentation for the Cocoa City Council

By the Historic Cocoa Village Main Street

May 23, 2023

Today's Goal:

Consensus from Council to allow Historic Cocoa Village Main Street to move forward with working with staff on the logistics of an agreement for use of the area in Lee Wenner Park to be used as a dog park.

Facts:

- **75 businesses** in the Village are listed as dog friendly on the current HCVMS visitors map.
- There are about **340 dog parks** throughout the state of Florida according to BringFido.com.

Closest Dog Parks:

- The closest facility to Cocoa Village is in Rockledge, on Pluckebaum Road (2.4 miles distant)
- Cocoa Beach has Lori Wilson Park

  (8.7 miles distant)







STRATEGIC INPUT + PLANNING PRINCIPLES

The public meetings provided the design team with hundreds of comments and ideas, each of which was documented and reviewed. A set of guiding Planning Principles were developed as a way of organizing the major topics of community input:

1. MAKE LEE WENNER PARK FEEL SAFER

- Homeless at Lee Wenner Park
- Lighting, Cameras and Clear Views
- Activity at Lee Wenner Park
- Utilize "Crime Prevention Through Environmental Design" Principles

2. ENHANCE + PROMOTE THE ENVIRONMENT

- Water quality / River Outfalls
- Clean up the Mangrove Inlet
- Education and New Forms of Access
- Storm Protection / Protected 'Harbor'
- Fishing and Views at Waters' Edge

3. MORE ACCESS: BOATS + DAY / VISITATION

- Day Slips + T-Dock for Smaller Vessels
- Mooring Field + Pump-out & Dinghy Docks
- Kayak / Canoe Opportunities
- Potential future large ICW Dockage
- Cocoa Waterfront as ICW 'Destination'
- Harbor Master + Concession Building

4. EXPAND LANDSIDE ACTIVITIES

- Continue to Support Large Events
- New Gathering / Small Event Spaces
- Walking and Biking Linkages
- Maintain Quiet / Respite Spots
- Find spot for a Dog Park?
- Maintain Amphitheater + Taylor Park

5. ECONOMIC DEVELOPMENT

- Quality waterfront enhances City
- Tourism and 'events' build business
- A new civic Center might support community needs, create new waterfront / water-based activity and new 'address' for downtown development.

***Note that consideration for dogs was included in the 2018 CRA Waterfront Master Plan Update Summary**

Benefits:

- **A fun spot for residents in the neighborhood**
- **Regular visitors that drive in from around our area**
- **Attract tourists**
- **Intra-coastal waterway cruisers and day-dockers**



Location:

- Lee Wenner Park would be an ideal location for a Village dog park
- It offers plenty of parking for both vehicles and vessels! And it is at the doorstep of Cocoa Village



Location (cont):

- There are two separate dog areas, one for large dogs and the other for small dogs.
- There would still be access to the restrooms and waterfront from the parking area.
- The pavilion could be included in the project as well.



South Area



North Area



Initial Funding:

- Mr. Pieloch has funded the construction of dog parks in Brevard County.
- He has agreed to fund the entire build cost for a first-class dog park in Cocoa Village at Lee Wenner Park.
- This organization brings a wealth of knowledge and experience with building dog parks.
- Introducing Mr. John Casey, Project Manager for the Pieloch Dog Park projects.

Park would be named Pieloch Dog Park at Cocoa Village.









Ongoing Costs: (Based on data collected from other local dog parks.)

- Basic Maintenance, which is already being done currently by the City would continue from the City. (Lawn maintenance, irrigation, etc.)

'Dog' Related Expenses	Annual Cost
Fence repair	Miscellaneous Repair $
Irrigation repair (North area)	$175
Hole filling	Miscellaneous Repair $
Sod/mulch replacement	$1,500
'Flea' treatment	$175
Poop removal from grass	$3,000
Poop bag trash removal	$1,250
Poop bags replacement	$500
Miscellaneous Repair $	$1,000
Potable water	$900
Additional liability insurance?	
TOTAL ANNUAL COST	**$7,600**
Add 2x/ week full poop expenses	$4,750
	$12,350

- Historic Cocoa Village Main Street would spearhead fundraising efforts related to the additional annual maintenance expenses associated with the dog park.
- Taking the burden off the City for maintenance that goes above and beyond what they currently do in that area.

Things to be discussed in more detail:

- Dog specific infrastructure improvements
- Legal/liability considerations
- Rules of use and enforcement
- Breakdown of maintenance responsibilities and expenses
- Fundraising opportunities

Today's Goal:

Consensus from Council to allow Historic Cocoa Village Main Street (HCVMS) to move forward with working with staff on the logistics of an agreement for use of the area in Lee Wenner Park to be used as a dog park.

A Community Project:

HCVMS will be actively involved in park management, operations, and fundraising for the ongoing related expenses.

Questions and Comments

Cocoa Village
HISTORIC MAIN STREET

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss - Lorraine - Loken	Cocoa City Council
MAILING ADDRESS 65 Stone Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Cocoa — COUNTY: Brevard	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 5/23/2023	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on May 23, 20 23 :

(a) A measure came or will come before my agency which (check one or more)

- ✓ inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____ ;
- ___ inured to the special gain or loss of my relative, _____ ;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am one of the 88 homeowners impacted by the decision to do septic to sewer on the J & K projects.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5/26/2023
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

Legislation Details (With Text)

File #:	23-368	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/8/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of June 6, 2023, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-06-2023 Minutes ADA.pdf Exhibit A: Presentation on Mission Space Coast.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2023
Agenda Date: July 11, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 6, 2023, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 6, 2023, as written or with amendments.

powered by Legistar™

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 6, 2023

A Regular City Council Meeting was held on Tuesday, June 6, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:08 p.m.

Deputy Mayor Hearn provided the invocation and District Chief Redmond led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember (via phone)
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Assistant City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Director of Communications & Economic Development; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Rob Beach, Chief Technology Officer; Bryant Smith, Public Works Director; Tom Redmond, District Chief; and Lisa Richardson, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 6, 2023. (23-341)

2. Minutes: (a) Regular Meeting of April 11, 2023 (23-348)
(b) Regular Meeting of April 25, 2023 (23-349)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss, to approve the Agenda as presented for the Regular meeting of June 6, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake, to approve the Minutes of the Regular Meeting of April 11, 2023 as written and the Minutes of the Regular Meeting of April 25, 2023 as written.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Update on "Mission Space Coast" by the Economic Development Commission of Florida's Space Coast. (23-293). (Angela Neal, Director of Special Projects)

Ms. Neal provided a presentation[1] on the Economic Development Commissions initiative “Mission Space Coast”. She explained what this branding initiative was about and stated that in addition to municipalities, the County and other businesses have accepted this as well. They have also worked with the County and other businesses and all have accepted this.

She provided detailed information on the process, which includes Phase I, Phase II, and Phase III and further explained how you can get involved.

Councilmember Koss encouraged those who wish to participate to come to the upcoming meeting on June 14th. She thought this was really nice and thought that it was great that she was visiting all of the municipalities.

Mayor Blake wanted to ensure that Cocoa is not hiding behind the brand. He gave kudos to her and their staff.

[1] EXHIBIT A: Presentation on Mission Space Coast

IV. Delegations:

Aleck Greenwood, Cocoa resident, spoke on the possibility of vehicles that do not drive more than twenty miles per hour to take visitors around the village. He stated these are Model-T's and examples will be brought for them to see. He asked for a consensus from Council for this type of vehicle to be driven in the downtown area.

Mayor Blake advised that this would have to come back as an agenda item. He would like the City Manager and City Attorney to look into this in furtherance.

Councilmember Goins pointed out that a detailed email was received from Assistant City Attorney Eick and felt that it would be nice to be put on the next agenda, as other cities are doing this as well.

Mr. Greenwood spoke about prior council members and supplied each member of Council a letter written by a councilmember to St. John's Water Management District in regards to a property on Dixon Blvd. He stated that this letter answers a question that was previously asked by Councilmember Goins at a council meeting but was ignored.

Councilmember Koss explained that this letter was to St. John's Water Management District and this property was up for public comment because they had applied for an extension of their permit. The public had so many days to comment and she did so. She will not be judged by pulling out three or four other women from past councils. She stated that this was not personal and her position on the properties on Dixon and Indian River Drive have nothing to do with him. This is a sensitive area and SJWMD will determine the outcome.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution to Waive Competitive Bidding, by way of Sole Source to Southern Sewers Inc of Orlando Florida for the repairs to the VACCON Jet - Vacuum Cleaner Truck System and authorize the City Manager to issue the purchase order. (23-314). (Public Works Director)

2. Approve a Budget Resolution, Amending the FY2023 Budget, BAF# 23-080-T in the amount of $231,146; Approve Change Order #1 for Elenis Contracting LLC/PO 80847 in the amount of $231,146; Approve Project Resolution Authorizing the City Manager to Issue Change Orders with a Total Project Contingency not to exceed $273,559 for the Dyal Ground Water Filter #3 Project (WS23DF). (23-321). (Utilities Director)

3. Approve the First Amendment to Purchase Agreements with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. under RFQ Q-20-18-COC; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems, to Hinterland Group, Inc.; To Authorize the City Manager and City Attorney to Negotiate and Execute the Agreement for Utilities General Construction Contractor with Hinterland Group, Inc. (23-322). (Utilities Director)

(B) Multi-Year Contracts:

4. Approve Participation in a Multi-Year Piggyback Agreement with Crom, LLC for Concrete Tank Repairs Utilizing the City of West Palm Beach Master Water Storage Tank Cleaning and Repair Services Agreement Amendment No. 1, Effective June 4, 2019 through June 3, 2024; To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Crom, LLC in the Amount of $161,163.90. (23-281). (Utilities Director)

5. 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, 2023, and end May 24, 2024. (23-317). (Chief of Police)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approve, as recommended, the proposed Fiscal Year 2024 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements. (23-309). (Administrative Services Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

Chief Lamm announced that there will be Hurricane Preparedness Giveaways on the following dates at the following locations. There will be fifty kits available at each location. It was also noted that it would be pushed out via social media. Mayor Blake requested the information be emailed to Council as well as there are many elderly in their districts who do not have access to technology.

- June 23, 2023: Fire Station 3 from 3:30-4:30 p.m.
- June 23, 2023: Dr. Joe Lee Smith Community Center from 5-6 p.m.
- June 24, 2023: Fire Station 1 from 9-10 a.m.
- June 24, 2023: Brevard Museum from 10:30-11:30 p.m.

Ms. Senger announced that the Juneteenth Celebration would be this Saturday, June 10th from 10 a.m. until 5 p.m. at Riverfront Park.

City Manager Whitten shared that this would be Bryant Smith's last meeting as he would be leaving his position with the City. He wished him well and all in attendance gave Mr. Smith a standing ovation for his service to the City.

Councilmember Dyal noted he would be back for the next meeting and staff was doing a great job.

Councilmember Koss provided a District 4 report and reminded everyone of the cluster of assets in District 4. She pointed out that District 4 was on the upswing with the $87 million EFSC investment; the $10 million Clearlake Corridor investment; the Brevard History Museum, and potential Brightline station. She explained the differences between lakes and ponds and showed photos of Clear Lake, both in the past and present. In closing, she spoke about what others are doing in regard to Septic to Sewer programs and shared a photo of her visit to the Aqua Lounge on King Street.

Deputy Mayor Hearn mentioned his attendance at the 30th Annual NAACP Banquet. He, along with other members of Council were there and it was a nice event. Elder P. Jones, Jr. was honored. He was looking forward to the Chief's Walk in District 2 tomorrow, June 7th as well.

Councilmember Goins advised that he, along with Mayor Blake, attended Ms. Johnnie Jenkins' 100th Birthday Party this past Saturday. Her family roots are here and it is good to celebrate people.

He stated that from June 26-30, 2023, Junior Achievement was hosting an Entrepreneur Summit from 1-4 p.m. for grades 9-12. This is a good opportunity for teens.

Lastly, he asked Chief Collier about policies at the police department for command staff and social media. He explained this in furtherance and would expect better from a member of the command staff. He further noted that he understands the freedom of speech and social media, but this person allowed members of the public to attack members of the police department, Council, and others.

Chief Collier advised that there are several issues and while there is the freedom of speech, there are also policies in regards to undermining the agency or being derogatory. He would need to see the post and felt that this would set them back because of what has been done in the past two years. He needed the information so that it could be looked into and evaluated.

Councilmember Goins appreciated his willingness to look into this and felt that accountability should never just go one way. He knows what all the Chief has been

through as well as other members of the Police Department and believes you should be able to trust your people.

City Manager Whitten stated that he was aware of the post and spoke in detail about the progress that has been made at the Police Department. He further pointed out a Certificate that they just received from the International Association of Police Chiefs.

Chief Collier spoke about this organization and shared that there were around twenty-five items that an agency had to identify that they were successfully doing. These are things such as new policies, standards, training, etc. They had three years to complete the standards and they started in July of last year and were done by September. Cocoa was one of twelve agencies that committed to doing this and it was done successfully.

City Manager Whitten added that there were things that have been implemented internally in both the police and fire departments. He reiterated the significance of the certificate and assured Council that they continue to move forward and not buy into the negative information out there, both internally and externally to the department.

Deputy Mayor Hearn stated that he has been approached by some in the community about a Code of Conduct for board members and some of them are feeding into the false narratives. These people are upset because they know the truth.

Deputy Mayor Hearn noted that the County was still in need of lifeguards and they could apply at fifteen years old.

Lastly, last Friday was the first Basketball Friday at the Joe Lee Smith Center that is hosted by Pastor Wash. It went smoothly and it is good to have something to keep the kids off of the streets.

Mayor Blake thanked Deputy Mayor Hearn and Councilmember Koss for being present at the signing early today with Nicole Tenpenny and Community Housing Initiative. Four homes will be built in the Michael C. Blake subdivision.

Mayor Blake shared a photo of himself and the Chief of Police as they presented Mr. Shah with a plaque thanking him for his support for the Cocoa Police Foundation. They also presented Mike Erdman and his wife with a plaque as well.

In conclusion, Mayor Blake thanked staff and all that were present for the Memorial Day event. The late Capt. Ed Lanni was honored, and former City Manager Holt was present, along with Shirley Lanni and several other Cocoa residents. Port Commissioner Justice was the keynote speaker. He thanked them all again.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Regular meeting of June 6, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:04 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Presentation on "Mission Space Coast"

MISSION SPACE COAST

ONE VOICE - ONE BRAND

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

Space Coast
FLORIDA

WHAT IS COMMUNITY BRANDING?





THE PROCESS

- **Phase I – Internal Brevard**
  - Step 1 – Community Conversations
  - Step 2 – Focus Groups
  - Step 3 – Internal Brevard Broad Survey
- **Phase II – External Brevard**
  - Step 4 – External Focus Groups
  - Step 5 – External Brevard Broad Survey
- **Phase III**
  - Step 6 – Brand Visualization & Design
  - Step 7 – Brand Launch

GET INVOLVED



Postcards

Popup Focus Groups



Photo Contest

Communication



MISSION SPACE COAST

ONE VOICE - ONE BRAND

ECONOMIC DEVELOPMENT COMMISSION FLORIDA'S SPACE COAST

Space Coast FLORIDA

CONTACT US

WEBSITE: SPACECOASTEDC.ORG/MISSIONSPACECOAST
EMAIL: MISSIONSPACECOAST@SPACECOASTEDC.ORG
PHONE: 321-638-2000

Legislation Details (With Text)

File #:	23-342	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	5/30/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	

Title: Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
JACOBS ENGINEERING EXECUTED AGREEMENT.pdf
COI Jacobs Exp 7-1-23.pdf
Jacobs Budget Resolution 7.11.23.pdf
BAF 23-078-T-UT -Jacobs Continuing Support (7-11-23) Agenda 23-342.pdf
Signed Task Order 2023-28 Addendum 1.pdf
TO-JACOBS 2023-28.1 $85,520.00- UT-DY.pdf
TRACK SHEET.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2023
Agenda Date: July 11, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John “Jack” A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00.

BACKGROUND:

Task Order #2023-28 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under two tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, Task #2

provides services for the Supervisory Command and Data Acquisition (SCADA) support services, and Task #3 provides services for the Computerized Maintenance Management System (CMMS) support services. Based on the current consultant needs in tasks #1 and #3, additional task order support from Jacobs Engineering is required for the remainder of FY23. Jacobs has provided support to the plant in areas such as the belt filter press upgrade, groundwater flume repair and booster station chloramination improvements. Staff has worked closely with Jacobs and determined that additional critical design and support is necessary for this year that was beyond the current budget. Those areas include items such as the roof replacement designs at Weewahootee, Taylor Creek and Dyal, the sodium hypochlorite tank replacement, the Cal Flow tank replacement and the fluoride tank replacement. To accomplish the additional work required, a budget transfer is needed.

Staff is requesting City Council approval to transfer available operating funds in the amount of $85,520 to complete the additional scope of work outlined in Task Order #2023-28, Addendum #1 for the remainder of FY23. Available operating funds in the Contract Services account due to the reduction in surface water sludge hauling and electrical contractor repairs will be used to cover the additional costs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF#23-078-T
From:	
Amount Requested	$(85,520.00)
Account Number	421-4020-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue
To:	
Amount Requested	$85,520.00
Account Number	421-4020-536.31-03
Account Name	Engineering Services
Purchase Order Number	80061
Original PO Amount	$399,726.00
Change Order #1 Amount	$85,520.00
Revised PO Amount	$485,246.00

PREVIOUS ACTION:

On September 13, 2022, Under Agenda #22-462, City Council approved Task Order No. 2023-28 with Jacobs Engineering Group, Inc. in the amount of $399,726.00 for FY 2023. PO #80061 was

issued to Jacobs Engineering Group, Inc. for $399,726.00 on 10/7/2022.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2023 Budget, BAF#23-078-T, Transferring Operating Funds for Additional Work Required under Task Order No. 2023-28, Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Operating Revenue Funded Cocoa Utilities Capital Improvement Plan Program Projects, Related to Water Supply and Water Treatment; To Approve Amendment #1 to the Jacobs Engineering Task Order No. 2023-28 in the Amount of $85,520.00.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

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

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

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

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

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

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2022

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 65814810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C68914619 (WI)	07/01/22	07/01/23	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WLR C6891453A (AOS)	07/01/22	07/01/23	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C68914577 (OH)*	07/01/22	07/01/23	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 013	07/01/22	07/01/23	PER CLAIM/PER AGG	3,000,000

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

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

CERTIFICATE HOLDER

City of Cocoa FL

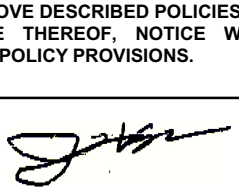
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/17/2022

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

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			78
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G72496176	07/01/2022 TO 07/01/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25568230	Policy Period 07/01/2022 TO 07/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

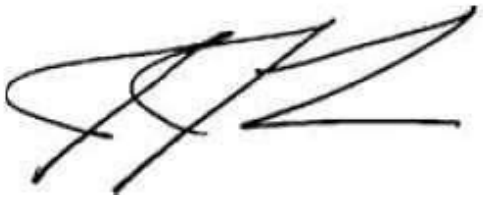
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BLVD, STE 1140 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C6891453A
Policy Period 07-01-2022 **TO** 07-01-2023	Effective Date of Endorsement 07-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group, Inc.**			Endorsement Number **23**
Policy Symbol **EON**	Policy Number **G21655065 013**	Policy Period **07/01/2022 to 07/01/2023**	Effective Date of Endorsement **07/01/2022**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

JOHN J. LUPICA, President
Authorized Representative

RESOLUTION NO. 2023-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-078-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 05/16/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 85,520)	421-4020-536.34-00		Contract Services	$ 551,950	$ 629,183	$ 543,663	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 85,520)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 85,520	421-4020-536.31-03		Engineering Services	$ 400,000	$ 454,427	$ 539,947	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 85,520	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To provide additional funding to the open Jacobs Task Order PO #80061 for additional support services through the remainder of FY 2023. Agenda 23-342

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/11/23 *RESOLUTION #:* 2023-062

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

5/16/23 Sean McFarland Digitally signed by Sean McFarland Date: 2023.05.16 08:51:57 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.05.17 09:34:06 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.05.16 09:50:26 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.05.17 09:34:31 -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 #: _____

Approved 07/13

Revised eform 12/8/22 - IT

City of Cocoa
Task Order 2023-28 Addendum 1
FY 2023 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

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

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

Under this Addendum 1, JACOBS will provide additional project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution system as requested by the City.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

No scope changes.

Task 3 – CMMS Support

Under this Addendum 1, JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history.

Assumptions

- The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.
- Deliverables will be provided in electronic format with no hard copies. Hard copy deliverables can be provided at additional cost.
- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the city.
- All deliverables will be submitted as draft for City of Cocoa review and comments. City of Cocoa will provide written review comments for draft deliverables within two calendar weeks, or deliverable will be considered acceptable as submitted. Comments received will be addressed and a final document issued.
- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or

performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2022 through September 30, 2023.

Compensation

Compensation for the services authorized under this task order Addendum 1 will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task. The budget for Addendum 1 is and the total cost of the original fee and this Addendum 1 is $.

Task	Original Hours	Original Fee	Addendum 1 Hours	Addendum 1 Fee	Total Fee including Addendum 1
TASK 1 - Project Management, Engineering and Operations Support	792	$133,900	480	$74,160	$208,060
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,250	$230,290	0	$0	$230,290
TASK 3 – CMMS Support	208	$29,536	80	$11,360	$40,896
EXPENSES & SUBCONSULTANTS	N/A	$6,000	0	$0	$6,000
Grand Total	2,250	$399,726	560	$85,520	$485,246

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

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____ Francois Didier Menard
Title _____	Title Vice President
Date _____	Date May 26, 2023

Task Order 2023-28 Addendum 1: FY 2023 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

	Hours										
	Task 1	Task 2	Task 3	Original Task Order	Original Task Order	Addendum 1 Task 1	Addendum 1 Task 2	Addendum 1 Task 3	Addendum 1		Amended Task Order
Per Diem Schedule Description	Hours			Total Hours	Amount	Hours		Hours	Amount	Rate	Amount
Principal/Senior Reviewer/Consultant/Senior Project Manager	72			72	$ 16,920.00	0	0	0	$ -	$ 235.00	$ 16,920.00
Senior Professional Engineer/Scientist/Consultant		260		260	$ 56,680.00	80	0	0	$ 17,440.00	$ 218.00	$ 74,120.00
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	40	210		250	$ 49,750.00	40	0	0	$ 7,960.00	$ 199.00	$ 57,710.00
Professional Engineer/Scientist/Consultant/Project Manager	580	780		1360	$ 229,840.00	120	0	0	$ 20,280.00	$ 169.00	$ 250,120.00
Junior Professional Engineer/Scientist/Consultant			208	208	$ 29,536.00	40	0	80	$ 17,040.00	$ 142.00	$ 46,576.00
Project Engineer/Scientist/Consultant				0	$ -	80	0	0	$ 9,600.00	$ 120.00	$ 9,600.00
Junior Project Engineer/Scientist/Consultant	100			100	$ 11,000.00	120	0	0	$ 13,200.00	$ 110.00	$ 24,200.00
Engineering Intern				0	$ -	0	0	0	$ -	$ 95.00	$ -
Office/Project Administration				0	$ -	0	0	0	$ -	$ 85.00	$ -
Hours Subtotals:	**792**	**1250**	**208**	**2,250**		**480**	**0**	**80**	**560**		
Labor Subtotals:	**$ 133,900.00**	**$ 230,290.00**	**$ 29,536.00**		**$ 393,726.00**	**$ 74,160.00**	**$ -**	**$ 11,360.00**	**$ 85,520.00**		**$479,246.00**
Expenses:					$ 6,000.00				$ -		$ 6,000.00
Task Total:	**$ 133,900.00**		**$ 29,536.00**		**$ 399,726.00**				**$ 85,520.00**		**$485,246.00**

Task Key
Task 1 - PROJ MGT, ENG, AND OPERATIONS SUPPORT
Task 2 - SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT
Task 3 - CMMS SUPPORT

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2023-28.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/03/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 399,726.00

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

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management Services Project Number:

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

AMENDMENT

Amendment to Original Task Order No. : 2023-28 Requested Amendment Amount: $ 85,520.00

Original Task Order Amount: $ 399,726.00 Total Revised Amount including all Amendments: $ 485,246.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Task Order #2023-28 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under three tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, and Task #2 provides services for the Supervisory Command and Data Acquisition (SCADA) support services and Task #3 provides Computerized Maintenance Management Software (CMMS) services.

Additional support services are required for FY23 to assist with ongoing projects. The scope of the additional work requested was not originally budgeted for the necessary support services needed in FY 2023.

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-28.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

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

Service Description: Engineering Services for Water System

Department: Utilities

Task Orders Issued: 38

Start Date: 2/5/2020

End Date: 2/4/2025

Extensions 1

Total Task Orders:	$8,199,646.00
Paid:	$4,695,560.87
Encumbered:	$1,129,073.98

Contract # RFQ-20-03-COC Vendor Jacobs Engineering Expires 2/4/2025 $8,199,646.00 $4,695,560.87 $1,129,073.98

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-	2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;	9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]	2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]	5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22]	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00

2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22]	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22]	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued		Cancelled	$976,932.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22]	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22]	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$374,708.00	$0.00

2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$49,261.15	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00
2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$108,057.48	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated.	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated 38,745.00 [DK-10/27/2022]	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22]	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$254,588.56	$51,278.44
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$20,803.50	$14,252.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$92,934.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$4,411.50	$89,468.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Active	$249,538.00	$132,491.50	$117,046.50
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$282,494.25	$410,068.75
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Active	$399,726.00	$217,808.21	$181,917.79
2023-28.1	Project Management Serices; Requested by Sean McFarland		Pending	$85,520.00	$0.00	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$7,157.00	$117,362.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Active	$224,554.00	$76,874.50	$147,679.50

2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]	Cancelled	($10.00)	($10.00)	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW Notes: Task Order # emailed to David [DK-05/18/2023]	Pending	$227,902.00	$0.00	$0.00

Legislation Details (With Text)

File #:	23-343	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	5/30/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quote#041923CJ1 Gardner Denver Nash -$40983.00.pdf Gardner Denver Nash LLC C-O Hudson Pump and Equipment Vendor Resolution.pdf 5-2-2023 - City of Cocoa, FL - Hudson Pump Sole Source Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2023
Agenda Date: July 11, 2023
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida

BACKGROUND:

During the lime water treatment process at the Dyal Water Treatment Plant (WTP), the plant produces a byproduct of lime sludge. A vacuum drying system utilizing two single stage vacuum pumps is used to dewater the lime sludge, which is then hauled off-site for proper disposal. The current Gardner Denver Nash brand pumps are currently in use and have performed admirably; however, one of the two pumps has failed and has reached the end of its useful life. It is necessary to replace this pump to continue efficient drying operations.

Hudson Pump & Equipment of Lakeland, FL is the sole source distributor in Florida for Gardner Denver Nash pumps, which is the Original Equipment Manufacturer (OEM) for the two vacuum pumps currently in use. Staff is requesting a direct replacement of the failed pump through a sole source purchase. If a different pump is utilized, the Dyal WTP staff would have to modify the lay length, intake and discharge piping network to accept a new pump, which would not be in the best interest of the Dyal WTP and would be cost prohibitive. In addition, due to the historical operational

efficiency of the Gardner Denver Nash pump and the associated matching piping network, the Dyal WTP will be standardizing to the Nash pump for this application.

Staff is requesting that City Council waive the competitive bidding process to make a sole source purchase of the Nash Single Stage Vacuum Pump from Hudson Pump and Equipment, Inc. of Lakeland, FL. The total cost for the purchase of the Nash Vacuum Pump is $40,983.00

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$40,983.00
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process to Make a Sole Source Purchase of Nash Single Stage Vacuum Pump from Gardner Denver Nash LLC C/O Hudson Pump and Equipment, Inc. of Lakeland, Florida

Hudson
Pump & Equipment Associates, LLC

3524 Craftsman Boulevard
Lakeland, FL 33803
Phone (863) 665-7867
Fax (863) 666-5649

QUOTATION

To: ***RICKY COCHRAN***
Company: ***CITY OF COCOA***
Phone: ***321-635-7645***
Fax:

Date: ***May 30, 2023***
Total Pages: *1*
Quote No.: ***041923CJ1***
From: ☺ *Cathy Jackson*

Serial #: _____ **Equipment:** _____

E-MAIL rcochran@cocoafl.gov cjackson@tencarva.com

We are pleased to quote as follows:

Qty.	Part Number and Description	Shipping Time	Price Each	Total Price
1	45200SC77D000 SC7 VAC NOD IRON ANSI	10 WEEKS	$ 40,983.00	$ 40,983.00
	GD NASH SC SERIES MODEL SC7			$ -
	SINGLE STAGE VACUUM PUMP. DI			$ -
	CONSTRUCTION, CONICAL DESIGN,			$ -
	EXTERNAL STUFFING BOX WITH STD			$ -
	SHAFT PACKING, PUMPS ARE ALL IRON			$ -
	WITH STEEL SHAFT, DUCTILE IRON LOBE			$ -
	HEAD, AND ROTOR.			$ -
				$ -
	YOUR PURCHASE ORDER IS TO BE			$ -
	ISSUED TO:			$ -
	GARDNER DENVER NASH			$ -
	C/O HUDSON PUMP & EQUIPMENT			$ -
				$ -
				$ -
				$ -
				$ -
				$ -

TOTAL: $ 40,983.00

Remarks: The above items are quoted F.O.B.	Quote Vaild for 90 Days
Delivered	
Terms to be Determined.	
FACTORY MINIMUM $ 100.00	

YOUR PURCHASE ORDER TO BE ISSUED TO:
Gardner Denver Nash
c/o Hudson Pump & Equipment

RESOLUTION NO. 2023-063

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 11th day of July, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-063

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of a Nash Single Stage Vacuum Pump from Hudson Pump located in Lakeland, FL.

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.

_____

Stockton Whitten
City Manager

May 2, 2023

City of Cocoa Utilities
351 Shearer Boulevard
Cocoa, FL 32922

Attn: Ricky Cochran

Subject: Gardner Denver Nash Sales Representative Coverage - Florida

Dear Ricky,

Please be advised that Gardner Denver Nash utilizes representatives to facilitate the sale of our products throughout North America. For the areas outlined below, the authorized Gardner Denver Nash sales representative for pumps, packages, parts, repairs and field service is:

Hudson Pump & Equipment - A Division of Tencarva Machinery Company
3524 Craftsman Boulevard
Lakeland, FL 33803
Contact: Robert Maxwell
Office: (863) 665-7867
Fax: (863) 666-5649

Areas covered by this representative are:

Florida, including only the counties of: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Dade, De Soto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Saint Johns, Saint Lucie, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla

We know our representative will take great care of your needs and we appreciate your interest in Gardner Denver Nash equipment and services.

Please address all orders for Gardner Denver Nash equipment to the following,

Gardner Denver Nash LLC
c/o Hudson Pump & Equipment - A Division of Tencarva Machinery Company
3524 Craftsman Boulevard
Lakeland, FL 33803

Thank you.

Best Regards,
Gardner Denver Nash LLC



Thomas R. Dardis
Regional Sales Manager – Southeast & Caribbean

cc: Robert Maxwell – Hudson Pump & Equipment

Legislation Details (With Text)

File #:	23-357	**Version:**	1	**Name:**	Reallocate proceeds from Water and Sewer System Revenue Bonds - Series 2018B
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/5/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-092-A. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Bond Project Listing.pdf Budget Resolution FY 2023-071 ADA Compliant.pdf BAF 23-092-A-FN-426 Bond Project Trueup (7-11-23) Agenda 23-357.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2023
Agenda Date: July 11, 2023
Prepared By: Christi Grant, Senior Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-092-A. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B.

BACKGROUND:

In October 2018, the City received proceeds from the sale of Water and Sewer System Revenue Bonds, Series 2018B (“Series 2018B W/S Bond”). The bond included a list of projects that the bond proceeds were planned to fund. The City implemented the capital improvement projects funded by the Series 2018B W/S Bond.

In April 2020, the City reallocated the proceeds from the sale of Water and Sewer System Revenue Bonds, Series 2018B (“Series 2018B W/S Bond”) in order to fully fund the construction phase of the CCRIP project, taking budget from other projects previously budgeted that either had not been started at that time or had been completed under budget, including the following bond projects: WS0501 - Raw Water Wellfield, WS1201 - Pipe Infrastructure & Replacement, WS18FB - Fiske Blvd. Pipeline Improvements, WS18SW - Dyal Surface Water Filter, and WS19SS - Sellers Sludge Improvements.

In May 2021, the City again reallocated the proceeds from the sale of Water and Sewer System Revenue Bonds, Series 2018B ("Series 2018B W/S Bond") in order to more accurately fund the construction portion of the CCRIP Project (WS1404) and Pineda Subaqueous Pipe Project (WS18MI).

In May 2023, the CCRIP Project was completed in full. The only remaining bond project is the Pineda Subaqueous Pipe Project (WS18MI), which is an interlocal project managed by the City of Melbourne. Given the uncertainty of the date of completion for this project, it is recommended by Staff that the remaining bond proceeds budget for the Pineda Subaqueous Pipe Project in the 426 Fund be reallocated to the CCRIP Project and that a portion of the design phase of the CCRIP Project, previously expensed out of the 421 fund, be funded with bond proceeds, in order to fully expend the bond proceeds.

Since the Pineda Subaqueous Pipe Project contingency budget in the 426 fund will be used to fund CCRIP, new budget needs to be established for the remaining contingency for the Pineda Subaqueous Pipe Project in the 421 Fund, using fund balance.

Included in this agenda is the final detailed accounting and project list for the Water and Sewer System Revenue Bonds, Series 2018B.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes, insufficient; to be reallocated
If not budgeted, is amendment/transfer attached? Yes

Budget Adjustment Form # 23-092-A

Account Name Fund Balance Reserves
Account Number 421-0000-389.99-50
Amount Requested $220,276

Account Name Infrastructure
Account Number 421-4055-536.63-00
Amount Requested $220,276
Project WS18MI

Account Name Infrastructure
Account Number 426-4055-536.63-00
Amount Requested ($220,276)
Project WS18MI

Account Name Infrastructure
Account Number 426-4055-536.63-00
Amount Requested $220,276
Project WS1404

Source of Funds: Series 2018B Bonds

PREVIOUS ACTION:

In October 2018, the City received proceeds from the sale of Water and Sewer System Revenue Bonds, Series 2018B ("Series 2018B W/S Bond").

On September 25, 2019, City Council approved resolution No. 2019-085 adopting the FY 2020 budget.

On April 22, 2020, City Council approved Agenda File No. 2020-236 amending the FY 2020 budget for the reallocation of the Series 2018B bond proceeds.

On September 23, 2020, City Council approved resolution No. 2020-207 adopting the FY 2021 budget.

On May 11, 2021, City Council approved Agenda File No. 2021-342 amending the FY 2021 budget for the reallocation of the Series 2018B bond proceeds.

On September 28, 2021, City Council approved resolution No. 2021-088 adopting the FY 2022 budget.

On September 27, 2022, City Council approved resolution No. 2022-090 adopting the FY 2023 budget.

RECOMMENDED MOTION:
Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2023 Budget, BAF#23-XXX-X. Accept the interest revenue earned on the bond proceeds from the Water and Sewer System Revenue Bonds, Series 2018B.

426 Fund - Bond Summary as of 6/30/23

Bond Proceeds	41,472,377.00	rec'd 10/3/2018		Investment Expense	Cost
				424-4010-536.31-00	2,524.04
Interest Earned through 9/30/2019	624,837.00			Other Charges	
Interest Earned through 9/30/2020	391,056.17			426-4010-536.49-00	57,616.50
Interest Earned through 9/30/2021	45,912.36				
Interest Earned through 9/30/2022	12,482.16			Completed Projects	Project Cost
Interest Earned through 06/30/23	45,976.54		426-4055-536.63-00	Chase Hammock Rd Looping	1,250,811.71
Total Interest Earned	1,120,264.23		426-4055-536.63-00	Michigan Avenue Pipe Main	1,066,689.06
			426-4055-536.63-00	Dyal Reactor Pipeline	334,921.24
Total Revenue	42,592,641.23		426-4020-536.63-00	Filter 1-5 Rehab	520,372.43
			426-4120-536.63-00	Cidco Ladder Replacement	56,468.33
			426-4120-536.63-00	Seller Sludge Improvements	85,244.84
			426-4055-536.63-00	Pineda Subaqueous Pipe	12,880,389.92
			426-4055-536.63-00/62-00/64-00	CCRIP	26,337,603.16
				Total Completed Projects	42,532,500.69
				Total Expenditures	42,592,641.23
edited 07/06/23				Unspent Balance	-

RESOLUTION NO. 2023-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-092-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 06/21/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 220,276)	426-4055-536.63-00	WS18MI	INFRASTRUCTURE	$ 0	$ 417,153	$ 196,877	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 220,276)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 220,276	426-4055-536.63-00	WS1404	INFRASTRUCTURE	$ 0	$ 1,055,409	$ 1,275,685	$ 0
$ 220,276	421-4055-536.63-00	WS18MI	INFRASTRUCTURE	$ 0	$ 194,571	$ 414,847	$ 0
$ 220,276	421-0000-389.99-50		FUND BALANCE RESERVES	$ 10,294,631	$ 22,390,413	$ 22,610,689	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 660,828	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To true-up the Series 2018B bond projects in the 426 Fund. Due to the time constraints to spend the proceeds from the Series 2018B bond and the estimated time to completion of Project WS18MI, it is necessary to reallocate the remaining project budget for the WS18MI contingency in the amount of $220,276 to Project WS1404, within the 426 Fund. Budget needs to be reestablished in the 421 fund for the remaining project WS18MI contingency, previously budgeted in the 426 Fund, from Fund Balance Reserves. Agenda 23-357

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* _____ | *RESOLUTION #:* 2023-071

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

6/21/23 Christi Grant Digitally signed by Christi Grant Date: 2023.06.21 15:27:46 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.27 08:27:57 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.06.27 08:25:40 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.27 08:28:42 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 12/8/22 - IT

Legislation Details (With Text)

File #:	23-374	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/12/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a purchase order with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd Amendment to VA Paving Inc., Asphaltic Concrete B-6-20-57 (2).pdf Brevard County Bid No. B-6-20-57.pdf BrevardCounty Paving Renewal 8-22-22 to 8-21-23.pdf Fully Executed Piggyback Contract Agreement.pdf VA Paving - City of Cocoa Additional 2023 Paving - REV A 4.28.23.pdf Resolution - Annual Street Additional FY 23 Paving Project Contingency.pdf VA Paving COI Exp 12-31-23 .pdf B-6-20-57 Price Adjustment 8.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2023
Agenda Date: July 11, 2023
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a purchase order with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the city completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually by Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure

resources are allocated in the best manner.

This fiscal year additional funding was provided towards the annual repaving program. On May 23, 2023, City Council approved this funding be used to resurface the following list of streets.

Street Name	From	To
Cambridge Dr	School Gate	Westview Dr
Center St	Forrest Ave	Ridgeway Ave
Parkway St	Forrest Ave	Indian River Drive
Mitchel St	Forrest Ave	Indian River Drive
Carmalt St	Forrest Ave	Indian River Drive
Snyder Dr	Carmalt St	Parkway St
Right St	Cox Rd	End without Circle
Townsend Rd	N Entrance of Sams, N and W 1950'	N and W 1950'
Tate St	Cambridge Dr	City Limits
Shearer Blvd	Wilson Ave	Highland Ave
N Wilson Ave	Peachtree	Shearer Blvd
Brunson Ave	US1	Main St
Oleander St	Forrest Ave	Hughlett Ave
Stone St	Florida Ave	Hughlett Ave

STRATEGIC PLAN CONNECTION:

Road repair and maintenance are essential in order to (1) preserve the road in its originally constructed condition, (2) protect adjacent resources and user safety, and (3) provide efficient, convenient travel along the route.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A

Budget was provided through the use of FY22 Assigned Fund Balance on BAF#23-076-T

Milling and Paving of Streets
Amount Requested $445,918.05
Account Number _001-3510-541.63-00 PW08SP
Account Name _Infrastructure

Allow City Manager to Approve Change Orders
Amount Requested $4,081.95
Account Number _001-3510-541.63-00 PW08SP
Account Name _Infrastructure

Not to exceed a total of $450,000.

PREVIOUS ACTION:

On May 23, 2023, City Council approved this funding be used to resurface the above list of streets.

RECOMMENDED MOTION:

Approve a purchase order with V.A. Paving Inc. in the amount of $445,918.05, plus a contingency of $4,081.95 for a total of $450,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
VA Paving
Piggyback Agreement No. B-6-20-57
Asphaltic Concrete

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon 2nd Annual Renewal made effective August 22, 2022, through August 21, 2023, by and between Brevard County and VA Paving Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Asphaltic Concrete Services as agreed upon under Piggyback Agreement B-6-20-57, made effective August 22, 2020, by and between the City of Cocoa and VA Paving Inc.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each pa1ty indicates its approval of this Renewal Notice for Contract.

VA PAVING	CITY OF COCOA
By: Debra Mallard (Print Name)	By: Stockton Whitten (Print Name)
President (Title)	City Manager (Title)
Signature / Date 8/25/22	Signature / Date 9/14/2022

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Bryant Smith, Director – Public Works

Attest: Carie Shealy 9-14-22
Carie Shealy
City Clerk, City of Cocoa

Brevard County
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 17, 2020
B-6-20-57 Asphaltic Concrete

PROCUREMENT ANALYST: Debbie Feingold

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
V.A Paving, INC	Cocoa, FL	Yes	Per Attached Tabulation	$4,300,000 annually (Estimate only).
Preferred Materials, INC	Orlando, FL	Yes	Per Attached Tabulation	
C.W. Roberts Contracting, INC.	Palm City, FL	Yes	Per Attached Tabulation	
Goodson Paving, INC.	Cocoa, FL	Yes	Per Attached Tabulation	
Community Asphalt Corp	Vero Beach, FL	Yes	Per Attached Tabulation	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Dading Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; Daniel Blackburn, Public Works; Debbie Feingold, Purchasing Services

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 22, 2020 ENDING DATE: August 21, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) Year

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☒ Please provide performance and payment bonds as required.
☐ OTHER:

SW

Brevard County Purchasing Services

BID TABULATION SHEET

Bid Title: Asphaltic Concrete
Bid No: B-6-20-57

OPENING DATE & TIME: August 6, 2020 @ 2:00pm
POSTING TIME/DATE: August 10, 2020 THROUGH: August 14, 2020 @ 5pm

	V.A PAVING, INC		PREFERRED MATERIALS, INC.		C.W. ROBERTS CONTRACTING, INC.		GOODSON PAVING, INC		COMMUNITY ASPHALT CORP	
ASPHALTIC CONCRETE										
Superpave SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$81.00	TON	$89.09	TON	$107.75	TON	$96.40	TON	$146.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$117.75	TON	$126.20	TON	$172.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$157.75	TON	$162.00	TON	$172.00	TON
Superpave SP-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$78.00	TON	$85.09	TON	$102.50	TON	$95.40	TON	$139.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$112.50	TON	$124.90	TON	$159.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$152.50	TON	$155.60	TON	$166.00	TON
FRICTION COURSE										
Friction Course FC-5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$180.00	TON	$175.00	TON	$188.00	TON	$199.15	TON	$202.00	TON
Friction Course FC-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$110.00	TON	$125.00	TON	$137.50	TON	$126.05	TON	$199.00	TON
Friction Course FC-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$109.00	TON	$108.00	TON	$119.50	TON	$128.25	TON	$166.00	TON
SPEED HUMPS SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$575.00	TON	$750.00	TON	$2,000.00	TON	$426.00	TON	$365.00	TON
LESS THAN 25 TN PATCHINGSP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$500.00	TON	$750.00	TON	$415.00	TON	$342.00	TON	$352.00	TON
25-50 TN PATCHING SP 9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$300.00	TON	$500.00	TON	$255.00	TON	$295.60	TON	$268.00	TON
TACK FOB Gallon										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$12.00	GAL	NO BID	GAL	$5.50	GAL	NO BID	GAL	$21.00	GAL
PRIME										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1.00	SY	$1.00	SY	$0.75	SY	$0.80	SY	$1.00	SY
PRIM AND SAND										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$2.00	SY	$1.20	SY	$1.10	SY	$1.55	SY	$1.00	SY
SAND 3% HOT MIX										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1,000.00	TON	$500.00	TON	NO BID	TON	$375.00	TON	NO BID	TON
PARKING LOTS	$14.00	SY	$7.00	SY	NO BID	SY	$3.64	SY	NO BID	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5										
FOR PICK UP										
ROAD PAVING	$65.00	TON	$70.00	TON	$70.00	TON	NO BID	TON	$93.00	TON
TEMPORARY STRIPING										
Vendor Schedules and Provides										
ROAD PAVING	$5.00	L.F.	$2.00	L.F.	$4.50	L.F.	$6.00	L.F.	$4.00	L.F.
NIGHT WORK										
Cost Per Ton										
ROAD PAVING	$10.00	TON	$10.00	TON	$10.00	TON	$16.50	TON	$10.00	TON
COST FOR MILLING & CLEANUP										
SY 0-2,500 and Under										
ROAD PAVING	$5.00	SY	$5.00	SY	$4.75	SY	$6.37	SY	$7.00	SY
COST FOR MILLING & CLEANUP										
SY $2,501 - 5,000										
ROAD PAVING	$3.00	SY	$3.00	SY	$2.75	SY	$3.62	SY	$5.00	SY
COST FOR MILLING & CLEANUP										
SY 5,001 - 15,000										
ROAD PAVING	$2.75	SY	$2.10	SY	$2.75	SY	$3.38	SY	$4.00	SY
COST FOR MILLING & CLEANUP										
SY 15,001 and over										
ROAD PAVING	$2.50	SY	$2.10	SY	$2.75	SY	$3.10	SY	$4.00	SY
ASPHALT MILLINGS FOR PICKUP FOB AT PLANT										
ROAD PAVING	$75.00	TON	$35.00	TON	$17.50	TON	NO BID	TON	$13.00	TON
COST PER TON TO ADD ARAMID FIBER										
TO THE ASPHALT MIX										
FOR SPECIFIC PROJECTS ONLY										
ROAD PAVING	$10.00	TON	$15.00	TON	$10.00	TON	$15.00	TON	NO BID	TON

INTENT TO AWARD: All items will be awarded to V.A. Paving, Inc., Preferred Materials, Inc., C.W. Roberts Contracting, Inc., Goodson Paving, Inc., and Community Asphalt Corp to be utilitzed per job based on price and availabilty of each contractor with the above tabulation.

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Aprroval Initials

BREVARD County
RD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over $100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	$270,000.00
Asphaltic Concrete	Up to 5 years	$4,300,000.00
Automotive Parts	Up to 5 years	$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	$1,000,000.00
Cold in Place Recycling	Up to 5 years	$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	$100,000.00
Concrete Pipe	Up to 5 years	$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	$265,000.00
Electronics Waste Recycling Services	Up to 5 years	$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	$100,000.00
EMS Billing Services	Up to 5 years	$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	$100,000.00
Fire Rescue Equipment	Up to 5 years	$150,000.00
Floor Cleaning - Countywide	Up to 5 years	$167,000.00
Full Depth Reclamation	Up to 5 years	$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	$380,000.00
HVAC & Ice Machine Services	Up to 5 years	$200,000.00
HVAC for Maintenance	Up to 5 years	$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	$485,000.00
Janitorial Services - County Wide	Up to 5 years	$465,000.00
Janitorial Supplies	Up to 5 years	$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	$100,000.00
Marketing Services for SCAT	Up to 5 years	$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	$1,500,000.00
Office Supplies	Up to 5 years	$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	$3,000,000.00
Plans Examiner Services	Up to 5 years	$300,000.00
Plumbing Services	Up to 5 years	$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	$180,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	$140,000.00
Road Construction Materials	Up to 5 years	$4,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	$1,400,000.00
SAP Support Services	Up to 5 years	$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	$180,000.00
Soil Cement with Oil Injection	Up to 5 years	$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	$200,000.00
Temporary Employment Services	Up to 5 years	$250,000.00
Temporary Traffic Control Devices	Up to 5 years	$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	$335,000.00
Traffic Sign Materials	Up to 5 years	$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	$250,000.00
Transportation of Dead Bodies	Up to 6 years	$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	$200,000.00
Tree Trimming and Removal Services	Up to 5 years	$150,000.00
Trucking Services	Up to 5 years	$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	$100,000.00

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

V.A. Paving, Inc.
2955 Lake Dr
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 636-2565

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2147362

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Debra Mallard
NAME (*PRINTED*)

President
TITLE

8/6/2020
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

BOND DATA

CONTRACTOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $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 (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" 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.

   c. 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.

   d. 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.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid 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 Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. 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.

2. **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 Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **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 Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (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 this 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. Fax, telephone, emailed, or verbal Bids are not acceptable and 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.

5. **BID TABULATIONS:** Bid tabulations are posted to the demandstar and VendorLink websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. 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 emailed to the attention of the applicable Procurement Analyst. 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. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors 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.

9. **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 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 Brevard County Board of County Commissioners.

10. **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.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **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 Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **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 Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **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.

16. **ASSIGNMENT:** Any purchase order (PO) 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.

17. **INDEMNIFICATION:** The successful Contractor 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 Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, 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 Contractor 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.

19. **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.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor'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 Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied 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.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor 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 by any other provision of this bid.

23. **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; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors 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. 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., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, 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 received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. 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 Invitation to Bid; and written correspondence concerning 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 Contractor 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 287.017 Fla. Stat. 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. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor 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 Contractor 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 Regulation & Enforcement (LR&E) office 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 LR&E 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 Contractor 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.

33. **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 Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any Insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor 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.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors 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.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor 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 Contractors, 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.

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 Middle District in and for the State of Florida. The Contractor 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 Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor 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 Contractor, 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 Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, 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 Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor 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 Contractor's performance of the contract will be notified by the contract manager. The Contractor 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 Contractor, 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 Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., 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 bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor 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 five (5) 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), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. 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 Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which 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 Chapter 119 , Fla. Stat.

    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 attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    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 bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., 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.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **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 Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, 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 Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, 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 Contractors if they elect to be present.

56. **CONTRACTOR 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:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor 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.

    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 effects and the relief sought.

    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.

    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.

    c. **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 immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S 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 <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

1. **PURPOSE**

Brevard County Purchasing Services, 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

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 two (2) additional one (1) year periods. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at Debbie.feingold@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors 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 Contractor orally, nor may Contractor 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, FL 32940, or emailed to the attention of Debbie Feingold at Debbie.feingold@brevardfl.gov. To be given consideration, such requests must be received in writing no later than July 30, 2020 @ 5pm.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 6, 2020 @ 2pm**. 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**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should

be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, 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. **Contractors 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 Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

A pre-bid meeting/walk through shall be held on July 23, 2020 @ 10:30am located in the Florida Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940. Interested Contractors are highly encouraged to attend this meeting. All contractors attending this pre-bid walk thru should meet in the Florida Room – 3rd Floor.

☐ **Mandatory** ☒ **Non-Mandatory**

Asphaltic Concrete
B-6-20-57
SCOPE OF SERVICES

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, 327, 330, 334, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2020 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 nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County reserves the right to move to the next available contractor.

4. The asphalt contractor shall furnish all materials, equipment, labor and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The asphalt contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The asphalt contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per the Superpave Asphalt Concrete-Reinforcing Fiber in Asphalt Per Article 334-2.

5. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

6. 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.

7. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming).

8. 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 2020. Roadways subject to straight edge requirements.

9. Contractor to place all asphalt mixtures by the string line method, per FDOT 330-6.1.1. Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

10. 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, 2020 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

11. 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.

12. 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 2020 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 # 23 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 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. 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.

16. 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.

17. 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.

18. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2020 edition.

19. Any "pushing" or "slipping" of the asphalt within a 12-month period after placement will be repaired at the contractor's expense.

20. 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.

21. Testing by the County may be 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 (2020 version). Cores may also be required to verify thickness.

22. 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.

23. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractor's 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.

24. 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 – 85,000 TONS
- Superpave 12.5 – 15,000 TONS
- FC 12.5 – 25,000 TONS

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 81.00 Ton	$115.00 Ton	$170.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.00 Ton	$115.00 Ton	$170.00 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	$110.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$109.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$575.00 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	$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$12.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$2.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$1,000.00 Ton	$14.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$65.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$5.00 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY		
	SY $2,501 - 5,000	$3.00 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.50 SY		
Asphalt Millings for Pickup FOB at Plant		$75.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$10.00 Ton		

Plant Locations:_____800 Cidco Rd Cocoa, FL 32926_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No.__1___Dated_7/28/2020_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

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 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

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 Dr Cocoa, FL 32926_____

AUTHORIZED SIGNATURE _____ DATE__8/6/2020

PRINTED SIGNATURE___Debra Mallard, President_____

TELEPHONE #___321-636-2565_____ FAX #__321-631-4541_____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Asphaltic Concrete
B-6-20-57

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 Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

V.A. Paving, Inc.
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Debra Mallard
Name

President
Position

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (___)___-____, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____. ($_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number_____ dated _____ between Principal and Owner for construction of (project description) _____ _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any action instituted by a claimant under this bond for payment must be in accordance

with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20__.

Witness: _____
(Principal) (Seal)

_____ Its: _____
(Title)

Witness: _____
(Surety) (Seal)

_____ Its_____
(Title)

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 12/2019 to present
Description of Services: Road Resurfacing
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-219
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 617-7202 Fax #: 633-2170
Contact Person: Craig Kupec Email: Craig.Kupec@brevardfl.gov

Ref #2. Customer/Client: City of Melbourne
Date of Services: 9/2019 to present
Description of Services: Road Resurfacing
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #: 321-608-5135
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #3. Customer/Client: City of Palm Bay
Date of Services: 8/2019 to January 2020
Description of Services: Road Resurfacing
Street Address: 1050 Malabar Rd
City, State, ZIP Code: Palm Bay, Fl 32907
Telephone #: (321) 917-3430 Fax #: 321-952-3424
Contact Person: Frank Watanabe Email: Frank.Watanabe@palmbayflorida.org

Ref #4. Customer/Client: City of Titusville
Date of Services: 06/2020 to present
Description of Services: Road Resurfacing
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: (321) 383-5815 Fax #: (321) 383-5628
Contact Person: Vanessa Maldonado Email: Vanessa.Maldonado@Titusville.com

Ref #5. Customer/Client: Space Florida
Date of Services: 05/2020 to present
Description of Services: Road Resurfacing
Street Address: 505 Odyssey Way, Suite 300
City, State, ZIP Code: Exploration Park, FL 32953
Telephone #: (321) 730-5301 Fax #: (321) 730-5307
Contact Person: Bunti Patel Email: Bunti.Patel@aecom.com

CONTRACTOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Dr Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
TELEPHONE # 321-636-2565 FAX# 321-631-4541 DATE 8/6/2020
EMAIL: debra.mallard@vapaving.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Debra Mallard, who, being by me first duly sworn, made the following statement:

1. The Business address of V.A. Paving, Inc. (name of Contractor) is 2955 Lake Dr Cocoa, FL 32926

2. My relationship to V.A. Paving, Inc. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. V.A. Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature
Debra Mallard, President

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:
7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

Aramid Properties	**Measure**
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm^3)
Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: $\geq$ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: $\geq$ 270°F
    b. Aramid: $\geq$ 800°F
7. Acid/Alkali Resistance: Inert

Detail by Entity Name

Florida Profit Corporation
V. A. PAVING, INC.

Filing Information

Document Number	F59465
FEI/EIN Number	59-2147362
Date Filed	12/23/1981
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/27/2001
Event Effective Date	NONE

Principal Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Mailing Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Registered Agent Name & Address

MALLARD, DEBRA D
2955 LAKE DR
COCOA, FL 32926

Name Changed: 02/23/2011

Address Changed: 01/04/2006

Officer/Director Detail

Name & Address

Title VSD

HART, TERRI M

4108 FISHERMANS PLACE
COCOA, FL 32926

Title VTD

MALLARD, ARNOLD A JR
2125 DALE LANE
COCOA, FL 32926

Title PD

MALLARD, DEBRA D
755 Adamson Road
COCOA, FL 32926

Annual Reports

Report Year	Filed Date
2018	01/11/2018
2019	02/21/2019
2020	02/03/2020

Document Images

02/03/2020 -- ANNUAL REPORT	View image in PDF format
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02/25/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
02/28/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/21/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
06/30/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
12/27/2001 -- Amendment	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
03/24/2000 -- ANNUAL REPORT	View image in PDF format
01/25/1999 -- ANNUAL REPORT	View image in PDF format
02/05/1998 -- ANNUAL REPORT	View image in PDF format
01/21/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format

01/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

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Vendor Search

Vendor Search

How do I use this tool? Search Help Documents

Maximum Results: 25

Use Advanced Search

Vendor Name: V.A. Paving

Email Address:

Last Name:

User Name:

Search Reset

No search results were found. Please try a different search.

Vendor Name First Name Last Name Phone Email

Prev Page Next Page

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

V. A. Paving, Inc.
DUNS: 063896807 CAGE Code: 0CYK4
Status: Active
Expiration Date: 10/03/2020
Purpose of Registration: All Awards

2955 Lake Dr
Cocoa, FL, 32926-4334 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: V. A. Paving, Inc.
Business Type: Business or Organization
Last Updated By: Debra Mallard
Registration Status: Active
Activation Date: 10/04/2019
Expiration Date: 10/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act**: (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:
In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:
The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:
The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:
The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

Aramid Properties	**Measure**
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm^3)
Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: ≥ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: ≥ 270ºF
    b. Aramid: ≥ 800ºF
7. Acid/Alkali Resistance: Inert

ASPHALTIC CONCRETE **BID # B-6-20-57**		**PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

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 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

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____

TELEPHONE #_____ FAX #_____

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE**:	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 343-7445

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
58-1401468

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X DocuSigned by: Lonnie Schaub
8D28A17058AC4FC...
AUTHORIZED SIGNATURE (*MANUAL*)

Lonnie Schaub
NAME (*PRINTED*)

Vice President — TITLE
08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.
Personally known: ☒
Or produced identification: ☐ Type of ID:_____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Tamara Albright
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $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 (FSC) ranking as follows:

BOND AMOUNT UP TO:	**FINANCIAL CLASS**	**BOND AMOUNT UP TO:**	**FINANCIAL CLASS**
$ 1,000,000	**I**	**$ 25,000,000**	**V**
$ 2,000,000	**II**	**$ 50,000,000**	**VI**
$ 5,000,000	**III**	**$ 100,000,000**	**VII**
$ 10,000,000	**IV**		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S 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 <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Preferred Materials, Inc.	B-6-20-57 - Asphaltic Concrete
Business Name	Bid Number and Name
DocuSigned by: Lonnie Schaub 2A48B28A17058AC4FC...	08/06/2020
Authorized Representative's Signature	Date
Lonnie Schaub	Vice President
Name	Position

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Osceola County Board of County Commissioners
Date of Services: 2016 - present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 1 Courthouse Square
City, State, ZIP Code: Kissimmee, FL
Telephone #: (407) 742-2000 Fax #:
Contact Person: Heidi Lockwood Email: heidi.lockwood@osceola.org

---

Ref #2. Customer/Client: Central Florida Expressway Authority
Date of Services: 04/2019 to present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 4974 ORL Tower Road
City, State, ZIP Code: Orlando, FL 32807
Telephone #: (407) 690-5000 Fax #:
Contact Person: Ben Dreiling Email: ben.dreiling@cfxway.com

Ref #3. Customer/Client: Florida Department of Transportation
Date of Services: 2018 - 2020
Description of Services: Asphalt Milling & Resurfacing
Street Address: P.O. Box 613069
City, State, ZIP Code: Ocoee, FL 34761
Telephone #: (407) 532-3999 Fax #:
Contact Person: Brian Qualls Email: bqualls@elipsisec.com

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Preferred Materials, Inc.
ADDRESS 1806 33rd Street, Suite 150, Orlando, FL 32839
PRINTED SIGNATURE Lonnie Schaub
AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...
TELEPHONE # 407-343-7445 FAX# 407-839-1458 DATE 08/06/2020
EMAIL: lonnie.schaub@preferredmaterials.com

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Lonnie Schaub, who, being by me first duly sworn, made the following statement:

1. The Business address of Preferred Materials, Inc. (name of Contractor) is

   ·1806 33rd Street, Suite 150, Orlando, FL 32839

2. My relationship to Preferred Materials, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

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that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Preferred Materials, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

DocuSigned by:
Lonnie Schaub
8D28A17058AC4FC...
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

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ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$__89.09___Ton	$__150.00__Ton	$___225.00__Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$__85.09___Ton	$__150.00__Ton	$__ 225.00__Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$__175.00__Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$__125.00__Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$__108.00__Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$__500.00__Ton		
TACK FOB Gallon	FOB GALLON	$__N/A ____Gal		
PRIME	Vendor Delivered, Vendor Placed	$__1.00____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$__1.20____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$__500.00__Ton	$__7.00_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$__70.00___Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$__2.00____L.F.		
Night Work	Cost per ton	$__10.00___Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$__5.00_____SY		
	SY $2,501 - 5,000	$__3.00_____SY		
	SY 5,001 to 15,000	$__2.10_____SY		
	SY 15,001 and over	$__2.10_____SY		
Asphalt Millings for Pickup FOB at Plant		$__35.00___Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$__15.00___Ton		

Plant Locations: Melbourne, Kissimmee and Winter Springs, FL

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ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07/28/20 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

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 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

If Prompt Payment Discount is offered, please state discount terms below:

_____

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 Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150. Orlando, FL 32839

AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...

PRINTED SIGNATURE Lonnie Schaub, Vice President DATE 08/06/20

TELEPHONE # (407) 343-7445 FAX # (407) 839-1458

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Preferred Materials, Inc.
DUNS: 809022671 CAGE Code: 7EK24
Status: Active
Expiration Date: 11/13/2020
Purpose of Registration: All Awards

4636 Scarborough Dr
Lutz, FL, 33559-8506 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Preferred Materials, Inc.
Business Type: Business or Organization
Last Updated By: Ashley Turner
Registration Status: Active
Activation Date: 11/14/2019
Expiration Date: 11/13/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	Preferred Materials
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	112758800
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 21, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Other Non-Profit / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 04/28/2015
Accepted By:	Ashley Turner

Contacts

View Contact List

Locations

024 Preferred Materials, Inc. Status: AC Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

Filing Information

Document Number	F07000005569
FEI/EIN Number	26-1171248
Date Filed	11/09/2007
State	DE
Status	INACTIVE
Last Event	WITHDRAWAL
Event Date Filed	06/10/2011
Event Effective Date	NONE

Principal Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Mailing Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Registered Agent Name & Address

NONE

Officer/Director Detail

Name & Address

Title PD

DUKE, ROBERT F
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

MILLER, WILLIAM B

375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title ST

BROWN, CHARLIE
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

LAING, KENNETH C
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title DIR

MERGENS, RICHARD
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title AS

HICKMAN, GARY P
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Annual Reports

Report Year	Filed Date
2009	06/24/2009
2010	04/20/2010
2011	04/11/2011

Document Images

06/10/2011 -- Withdrawal	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
08/30/2010 -- Merger	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
06/24/2009 -- ANNUAL REPORT	View image in PDF format
06/22/2009 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
11/09/2007 -- Foreign Profit	View image in PDF format

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: Debbie Feingold (321) 617-7390 Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Goodson Paving, Inc
430 Cidco Road
Cocoa, FL 32924

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — TITLE

8/6/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of Aug 2020.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

FL

SIGNATURE OF NOTARY PUBLIC

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

STATE NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118866
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $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 (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

e 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.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	96.4	126.2	162
Superpave SP-12.5	Vendor Delivered, Vendor Placed	95.4	124.9	155.6
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	199.15		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	126.05		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	128.25		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	426		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	342		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	295.6		
TACK FOB Gallon	FOB GALLON	NO BID		
PRIME	Vendor Delivered, Vendor Placed	0.8		
PRIM AND SAND	Vendor Delivered, Vendor Placed	1.55		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	375	3.64	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	NO BID		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	6		
Night Work	Cost per ton	16.5		
Cost for Milling & Clean Up	SY 0-2,500 and under	6.37		
	SY $2,501 - 5,000	3.62		
	SY 5,001 to 15,000	3.38		
	SY 15,001 and over	3.1		
Asphalt Millings for Pickup FOB at Plant		NO BID		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		15		

Plant Locations: VA PAVING, 800 Cidco Road, Cocoa - PREFERRED ASPHALT, 6210 N. US1, Melbourne

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07.28.2020 Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

218.70. 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.

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__Goodson Paving, Inc

ADDRESS__630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

DATE_August 6, 2020

PRINTED SIGNATURE__Travis Goodson

TELEPHONE #_321.631.5523 FAX #_321.639.0497

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Travis Goodson
Name

Vice President
Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: W & J Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1005 Viera Blvd Suite 202
City, State, ZIP Code: Rockledge FL 32955
Telephone #: 321-632-7660 Fax #: 321-632-5927
Contact Person: Erik Costine Email: erik@wjconstruction.com

Ref #2. Customer/Client: MK Williams Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: 321-751-5750 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email: mikejr@mkwilliams.com

---

Ref #3. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1121 N. Atlantic Ave #102
City, State, ZIP Code: Cape Canaveral, FL 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Bruce Simmonds Email: rsimmonds@dwilnet.com

Ref #4. Customer/Client: Brevard County Road & Bridge
Date of Services: 1988 - Present
Description of Services: County Contractor
Street Address: 1725 Judge Fran Jamieson Way
City, State, ZIP Code: Viera FL 32940
Telephone #: 321-690-6815 Fax #: 321-690-6841
Contact Person: Bruce Black Email: Bruce.Black@brevardcounty.us

---

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Goodson Paving, Inc
ADDRESS 630 Cidco Road, Cocoa, FL 32926
PRINTED SIGNATURE Travis Goodson
AUTHORIZED SIGNATURE
TELEPHONE # 321-631-5523 FAX# 321-639-0497 DATE 8/6/2020
EMAIL: goodsonpaving@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Travis Goodson, who, being by me first duly sworn, made the following statement:

1. The Business address of Goodson Paving, Inc (name of Contractor) is 930 Cidco Road Cocoa, FL 32924
2. My relationship to Goodson Paving, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Goodson Paving, Inc (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Goodson Paving, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

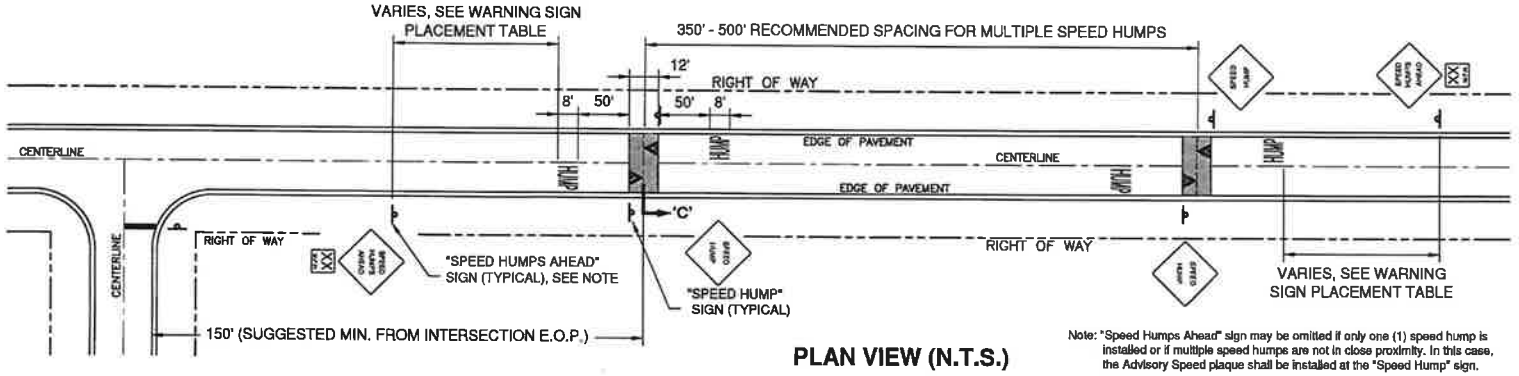
Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

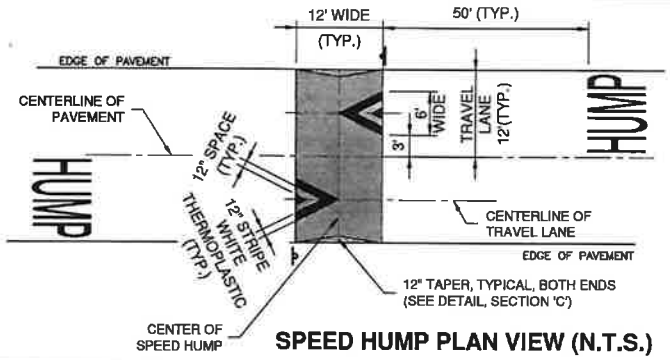


PLAN VIEW (N.T.S.)

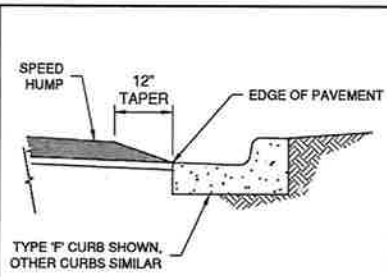
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

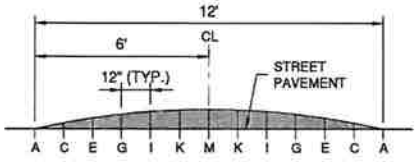
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

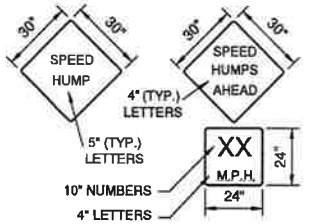


SECTION 'C' (N.T.S.)



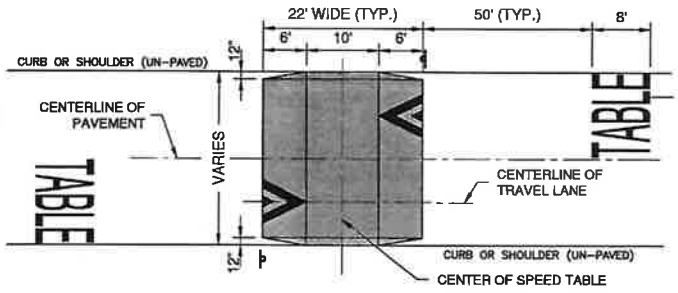
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

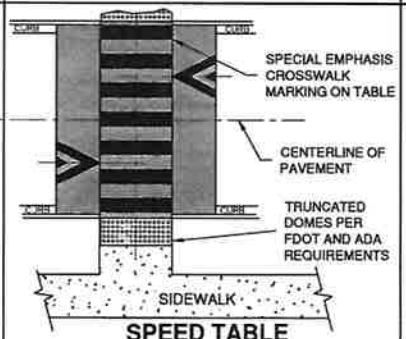


MUTCD REF. W17-1 (MODIFIED) AND W13-1

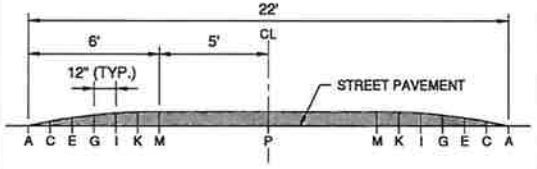
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

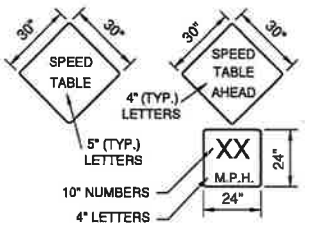


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE									
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.6	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D. CHECKED BY: C. GUMM	DATE: REVISION: BY: 1. 2. 3. 4.	PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 3695 JUDGE FRAN JAMIESON WAY, RM. 811, MELBOURNE, FL 32940 Ph. (321) 633-2077, Fax (321) 637-5471	PREPARED FOR: PUBLIC WORKS DEPT. BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	DATE: AUG 2016	SPEED HUMP DETAILS	SHEET: 01 OF 01

CORRINA K. GUMM FLE 62504 LICENSED PROFESSIONAL ENGINEER
Corrina Gumm 8-4-2016
STATE OF FLORIDA

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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- Adobe PDF Reader

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	IN / 02/24/2012
Inactive Reason:	DMS Request - No reason provided
Vendor Name:	GOODSON PAVING
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	061992343
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Apr 17, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 03/17/2008
Accepted By:	Tom Goodson

Contacts

View Contact List

Locations

002 GOODSON PAVING Status: IN Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Detail by Entity Name

Florida Profit Corporation
GOODSON PAVING, INC.

Filing Information

Document Number	M70222
FEI/EIN Number	59-2872065
Date Filed	02/26/1988
State	FL
Status	ACTIVE

Principal Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Mailing Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Registered Agent Name & Address

GOODSON, TOMMY
620 CIDCO RD
COCOA, FL 32927

Address Changed: 04/07/2000

Officer/Director Detail

Name & Address

Title PD

GOODSON, TOMMY
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title S

GOODSON, EVELYN L.
1175 TUCKAWAY DRIVE
ROCKLEDGE. FL 32955

Title VP

GOODSON, TRAVIS L
1145 TUCKAWAY DR.
ROCKLEDGE, FL 32955

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	01/08/2019
2020	01/14/2020

Document Images

01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
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01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
10/01/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
03/16/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format
03/24/2005 -- ANNUAL REPORT	View image in PDF format
03/12/2004 -- ANNUAL REPORT	View image in PDF format
02/25/2003 -- ANNUAL REPORT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
04/07/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
03/09/1998 -- ANNUAL REPORT	View image in PDF format
04/22/1997 -- ANNUAL REPORT	View image in PDF format
04/15/1996 -- ANNUAL REPORT	View image in PDF format
03/21/1995 -- ANNUAL REPORT	View image in PDF format

View assistance for SAM.gov

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: GOODSON PAVING, INC.*

Total records:0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for GOODSON PAVING, INC.* returned the following results...

No records found.

Result Page: Save PDF Export Results Print

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(786) 418-3576

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2023298

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

08/06/2020
NAME (*PRINTED*)

Corporate Vice President — TITLE
08/06/20 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ■

Or produced identification: ☐ Type of ID: ----------

Sandra Elizondo — SIGNATURE OF NOTARY PUBLIC
Florida — STATE

Sandra Elizondo
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $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 (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S 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 <u>not</u> be considered.

- ■ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ■ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ■ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ■ Confirmation of Drug Free Workplace Form
- ■ Reference Form
- ■ Contractor Affidavit Regarding Scrutinized Company List

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 146.00 Ton	$ 172.00 Ton	$ 172.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 139.00 Ton	$ 159.00 Ton	$ 166.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 202.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 199.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$ 166.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 365.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 352.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 268.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 21.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ N/A Ton	$ N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 93.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 4.00 L.F.		
Night Work	Cost per ton	$ 10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 7.00 SY		
	SY $2,501 - 5,000	$ 5.00 SY		
	SY 5,001 to 15,000	$ 4.00 SY		
	SY 15,001 and over	$ 4.00 SY		
Asphalt Millings for Pickup FOB at Plant		$ 13.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$ N/A Ton		

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard, Vero Beach, FL 32967

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated July 28, 2020 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. 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.

If Prompt Payment Discount is offered, please state discount terms below:

Not Applicable

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 Community Ashalt Corp.

ADDRESS 2975 Industrial Blvd. Vero Beach, FL 32967

AUTHORIZED SIGNATURE _____ DATE 08/06/20

PRINTED SIGNATURE Manuel Aguiar

TELEPHONE # 786-418-3476 FAX # 305-829-8772

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Community Asphalt Corp.	ITB-B-6-20-57-0-2020/DF: Asphaltic Concrete
Business Name	Bid Number and Name
	08/06/20
Authorized Representative's Signature	Date
Manuel Aguiar	Corporate Vice Presiedent
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Indian River County
Date of Services: 2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1800 27th Avenue
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: 772-226-1416 Fax #: 772-770-5140
Contact Person: Jeff Hoffman Email: jhoffman@ircgov.com

Ref #2. Customer/Client: City of Cape Coral
Date of Services: 2018-2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1015 Cultural Park Blvd.
City, State, ZIP Code: Cape Coral, FL 33990
Telephone #: 239-574-0839 Fax #:
Contact Person: Trina Chamners Email: tchamnes@capecoral.net

Ref #3. Customer/Client: Lee County Board of County Comissioners
Date of Services: 2019-2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2115 Second, Street, 1st Floor
City, State, ZIP Code: Fort Myers, FL 33901
Telephone #: 239-533-8881 Fax #:
Contact Person: Jake Bond Email: jbond@leegov.com

Ref #4. Customer/Client: City of Sanibel
Date of Services: 2019
Description of Services: Asphalt Paving Resurfacing
Street Address: 800 Dunlop Road
City, State, ZIP Code: Sanibel, FL 33957-4096
Telephone #: 239-472-6397 Fax #:
Contact Person: John Mort Email: John.Mort@sanibel.com

Ref #5. Customer/Client: Florida Department of Transportation
Date of Services: 2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2981 NE Pine Road
City, State, ZIP Code: Cape Coral, FL 33909
Telephone #: 239-985-7851 Fax #:
Contact Person: Tom Pegues Email: Thomas.Pegues@dot.state.fl.us

---

CONTRACTOR NAME Community Asphalt Corp.
ADDRESS 2975 Industrial Boulevard
PRINTED SIGNATURE
AUTHORIZED SIGNATURE Manuel Aguiar
TELEPHONE # 786-418-3476 FAX# 305-829-8772 DATE 08/06/20
EMAIL: Manuel.Aguiar@ohlna.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared

Manuel Aguiar, who, being by me first duly sworn, made the following statement:

1. The Business address of Community Asphalt Corp. (name of Contractor) is .

2. My relationship to Manuel Aguiar (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Manuel Aguiar (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 8th day of August, 2020.

Sandra Elizondo
Notary Public
Sandra Elizondo
My commission expires:
August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOT APPLICABLE

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-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP.
9675 NORTHWEST 117TH AVENUE STE 108
MIAMI FL 33178

LICENSE NUMBER: CGC1521192

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

AON RISK SERVICES

July 23, 2020

Brevard County Purchasing Services
2725 Judge ran Jamieson Way
Bldg. C, 3rd floor, suite C-303
Viera, FL 32940

REF: Asphaltic Concrete ITB-B-6-20-57-0-2020/DF

To whom it may concern,

As the authorized broker for Community Asphalt Corp. Aon Risk Services Northeast, Inc. we can confirm that Community Asphalt Corp. maintains the below insurances.

Policy	Limits	Carrier
Workers Compensation	$1M Per Occurrence	The Charter Oak Fire Ins. Co.
Auto Liability	$2M Combined Single Limit	Travelers Property & Casualty Co of America
General Liability	$2M Per Occurrence /$4M Aggregate	Travelers Indemnity Co.

If you have any questions regarding or require additional information, please feel free to contract us.

Sincerely,

AON RISK SOLUTIONS
Karen Carratura

Karen Carratura
Account Specialist II
516-396-4332
Construction Services Group

Aon Risk Services, Inc. | Aon Construction Services Group
One Liberty Plaza | New York, NY 10006
t: (212) 441.1396 | **f:** (516) 681-7390
w: www.karen.carratura@aon.com

Detail by Entity Name

Florida Profit Corporation
COMMUNITY ASPHALT CORP.

Filing Information

Document Number	688538
FEI/EIN Number	59-2023298
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Mailing Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., STE 4
TALLAHASSEE, FL 32301

Name Changed: 04/22/2016

Address Changed: 04/22/2016

Officer/Director Detail

Name & Address

Title Corporate Vice President

AGUIAR, MANUEL
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Executive Vice President

HICKEY, DONALD
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Asst. Secretary

Mahoney, Megan
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Director, CEO

Patel, Ashok R.
9675 NW 117 AVENUE
108
MIAMI, FL 33178

Title Secretary

Pereira, Cesar F.
26-15 Ulmer Street
College Point, NY 11354

Title Director

Fernandez Gallar, Jose Antonio
Paseo de la Castellana 250 D
Torre Espacio
Madrid 28046 ES

Title CFO

Saitzyk, Martin W.
26-15 Ulmer St.
College Point, NY 11354

Title COO

Ruiz Andujar, Daniel
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2019	02/15/2019
2019	04/12/2019
2020	06/05/2020

Document Images

06/05/2020 -- ANNUAL REPORT	View image in PDF format
10/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
08/05/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
06/28/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
06/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
08/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
06/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
05/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- Reg. Agent Change	View image in PDF format
04/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/27/2015 -- ANNUAL REPORT	View image in PDF format
07/28/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
12/18/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2012 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
02/11/2009 -- ANNUAL REPORT	View image in PDF format
03/07/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
12/14/2006 -- Reg. Agent Change	View image in PDF format
10/05/2006 -- Reg. Agent Change	View image in PDF format
07/25/2006 -- Amended and Restated Articles	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
12/02/2005 -- Amendment	View image in PDF format
01/19/2005 -- Amendment	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format

04/02/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
06/13/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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- Adobe PDF Reader

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&

Community Asphalt Corp

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&s
Community Asphalt Corp
Community Asphalt Corp
COMMUNITY ASPHALT CORP.

Showing 1 to 4 of 4 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC / 02/24/2012
Vendor Name:	Community Asphalt Corp
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Jul 11, 2016
Business Designation	Corporation
	Primary Place of Business: FL

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 12/10/09 1:15 PM
Registered for VBS: Yes, Date participated: 12/10/09 1:15 PM
Solicitation/Sales Contact EMail: esandra@cacorp.net

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 01/12/2010
Accepted By:	Sandra Elizondo

Contacts

View Contact List

Locations

011 Community Asphalt Corp. Status: AC Details

[-] Commodity Codes

81101700 Electrical and electronic engineering
81101800 Chemical engineering
81101900 Oil and gas engineering
81102000 Mining engineering

81102100 Ocean engineering
81102200 Transportation engineering
81102300 Aeronautical engineering
81102400 Electrical power transmission engineering
81102500 Permitting services
81102600 Sampling services
81102700 Instrumented control systems design and engineering services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Community Asphalt Corp.
DUNS: 055217699 CAGE Code: 1H6A4
Status: Active
Expiration Date: 06/15/2021
Purpose of Registration: All Awards

9675 Nw 117th Ave Ste 108
Miami, FL, 33178-1244 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Community Asphalt Corp.
Business Type: Business or Organization
Last Updated By: Sandra Elizondo
Registration Status: Active
Activation Date: 06/15/2020
Expiration Date: 06/15/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SUBMIT SEALED BID TO:			INVITATION TO BID
BREVARD COUNTY 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: Debbie Feingold debbie.feingold@brevardfl.gov	(321) 617-7390 Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
C.W. Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL 34990

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(772) 288-0951

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-1683951

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

W. Todd Castleberry
NAME (*PRINTED*)

Vice President — TITLE

08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 20 20.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Wanda Sue Smart — SIGNATURE OF NOTARY PUBLIC

Florida — STATE

Wanda Sue Smart
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

My commission expires: 04/25/2022

(AFFIX SEAL or STAMP)

CORPORATE SEAL

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $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 (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE BID # B-6-20-57	REVISED PRICE SHEET			
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$107.75 Ton	$117.75 Ton	$157.75 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$102.50 Ton	$112.50 Ton	$152.50 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$188.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$137.50 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$119.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$2,000.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$415.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$255.00 Ton		
TACK FOB Gallon	FOB GALLON	$5.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.10 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$N/A Ton	$N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$70.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$4.50 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$4.75 SY		
	SY $2,501 - 5,000	$2.75 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.75 SY		
Asphalt Millings for Pickup FOB at Plant		$17.50 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY** *		$10.00 Ton		

Plant Locations:8530 SW Jayme Way, Palm City, FL 34990; 806 NW 9th Street, Okeechobee, FL 34972

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET
(Continued)

Addendum Acknowledgment:

Add. No._1____Dated_07/28/2020 __ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

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 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

If Prompt Payment Discount is offered, please state discount terms below:

No prompt payment discount will apply.

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: C.W. Roberts Contracting, Inc.

ADDRESS: 8530 SW Jayme Way

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE W. Todd Castleberry DATE 08/06/2020

TELEPHONE # (772) 288-0951 FAX # (772) 288-0983



Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

C. W. Roberts Contracting, Inc.	B-6-20-57; Asphaltic Concrete
Business Name	Bid Number and Name
Authorized Representative's Signature	08/06/2020
	Date
W. Todd Castleberry	Vice President
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Martin County Board of County Commissioners
Date of Services: 04/01/2017 - 03/31/2020
Description of Services: Annual Paving & Drainage in Martin County
Street Address: 2401 SE Monterey Road
City, State, ZIP Code: Stuart, FL 34996
Telephone #: (772) 288-5430 Fax #: (772) 288-5789
Contact Person: Ken Vreeland Email: kvreelan@martin.fl.us

Ref #2. Customer/Client: Florida Department of Transportation
Date of Services: 03/12/2014 - 03/11/2016
Description of Services: Annual Miscellaneous Paving in Martin, St. Lucie, and Indian River Counties
Street Address: 3400 W. Commercial Blvd
City, State, ZIP Code: Ft. Lauderdale, FL 33309-3421
Telephone #: (772) 429-4817 Office; (561) 756-1854 Cell Fax #:
Contact Person: Barry Rawdon Email: barry.rawdon@dot.state.fl.us

Ref #3. Customer/Client: City of Vero Beach
Date of Services: 08/09/2017 - 08/08/2019
Description of Services: Street Resurfacing Project (Miscellaneous Asphalt Repairs in the City of Vero Beach)
Street Address: PO Box 1389
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: (772) 978-4872 Fax #: (772) 770-5836
Contact Person: Don Dexter Email: ddexter@covb.org

Ref #4. Customer/Client: Floridian National Golf Club
Date of Services: 06/06/2014 - 11/16/2017
Description of Services: Complete sitework including preparation & installation of Asphaltic Concrete
Street Address: 3700 SE Floridian Drive
City, State, ZIP Code: Palm City, FL 34990
Telephone #: (772) 781-5010 Fax #: (772) 781-1631
Contact Person: Christy Zsiros Email: Cziros@thefloridian.com

Ref #5. Customer/Client: City of Port St. Lucie
Date of Services: 06/05/2017 - 02/19/2018
Description of Services: Full Depth Reclamation, Asphaltic Paving, Sidewalk Reconstruction (Rosser Blvd), Drainage
Street Address: 121 SW Port St. Lucie Bolvd
City, State, ZIP Code: Port St. Lucie, FL 34984
Telephone #: (772) 692-4344 Fax #:
Contact Person: Gary Jones (Captec Engineering) Email: gjones@gocaptec.com

CONTRACTOR NAME C.W. Roberts Contracting, Inc.
ADDRESS 8530 SW Jayme Way, Palm City, FL 34990
PRINTED SIGNATURE W. Todd Castleberry
AUTHORIZED SIGNATURE
TELEPHONE # (772) 288-0951 FAX# (772) 288-0983 DATE 08/06/2020
EMAIL: RSlone@cwrcontracting.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared W. Todd Castleberry, who, being by me first duly sworn, made the following statement:

1. The Business address of C.W. Roberts Contracting, Inc. (name of Contractor) is 8530 SW Jayme Way, Palm City, FL 34990

2. My relationship to C.W. Roberts Contracting, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. C.W. Roberts Contracting, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 04/25/2022

(AFFIX SEAL IN STAMP)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

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-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: We are bidding this project

PLEASE PRINT

COMPANY NAME C.W. Roberts Contracting, Inc.

COMPANY ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

TELEPHONE NUMBER (772) 288-0951

PRINTED SIGNATURE W. Todd Castleberry, Vice President

AUTHORIZED SIGNATURE W. Todd Castleberry

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Florida Department of State DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

Filing Information

Document Number	493846
FEI/EIN Number	59-1683951
Date Filed	01/19/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2020
Event Effective Date	NONE

Principal Address

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

Mailing Address

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

Registered Agent Name & Address

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

Officer/Director Detail

Name & Address

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

Palmer, Alan
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Fleming III, Ned N
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title CEO

Owens, Charles E
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP, Asst. Secretary, Treasurer

Matteson, Mark R
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Savoy, Stuart
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Riley, Chris
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

STRAIN, JAMES(JIMMY) A
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.

P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	01/10/2019
2020	01/07/2020

Document Images

05/08/2020 -- Amendment	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
07/15/2019 -- Amendment	View image in PDF format
04/02/2019 -- Amendment	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
08/14/2018 -- Amendment	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
03/28/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
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03/16/2012 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- ANNUAL REPORT	View image in PDF format
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04/10/2009 -- ANNUAL REPORT	View image in PDF format
03/11/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
02/23/2006 -- ANNUAL REPORT	View image in PDF format
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02/16/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- Merger	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
03/24/2000 -- ANNUAL REPORT	View image in PDF format
02/17/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
02/03/1997 -- ANNUAL REPORT	View image in PDF format
02/22/1996 -- ANNUAL REPORT	View image in PDF format

04/07/1995 -- ANNUAL REPORT	View image in PDF format



Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

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FEI/EIN Number	59-1683951
Date Filed	01/19/1976
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TALLAHASSEE, FL 32317

Title V.P.

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03/28/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
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02/18/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- Merger	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
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02/03/1998 -- ANNUAL REPORT	View image in PDF format
02/03/1997 -- ANNUAL REPORT	View image in PDF format
02/22/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

C. W. Roberts Contracting, Incorporated
DUNS: 094593589 CAGE Code: 0CHA7
Status: Active
Expiration Date: 12/03/2020
Purpose of Registration: All Awards

3372 Capital Cir NE
Tallahassee, FL, 32308-3710 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: C. W. Roberts Contracting, Incorporated
Business Type: Business or Organization
Last Updated By: Christopher Riley
Registration Status: Active
Activation Date: 12/04/2019
Expiration Date: 12/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records | Disclaimers | FAPIIS.gov
Data Access | Accessibility | GSA.gov/IAE
Check Status | Privacy Policy | GSA.gov
About | USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order

C.W. Roberts Contracting, Inc.

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order
C.W. Roberts Contracting, Inc.

Showing 1 to 2 of 2 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	C.W. Roberts Contracting, Inc.
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	http://www.cwrcontracting.com/
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 11, 2019
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 5/15/18 9:49 AM
Registered for VBS: Yes, Date participated: 5/15/18 9:49 AM
Solicitation/Sales Contact EMail: bflowers@cwrcontracting.com

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 05/15/2018
Accepted By:	Bob Flowers

Contacts

View Contact List

Locations

005 Corporate Office Status: AC Details

[-] Commodity Codes

30121600 Asphalts
72141000 Highway and road construction services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Asphaltic Concrete
B-6-20-57
July 28, 2020
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 Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **QUESTION:** Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

1. **RESPONSE:** Performance Bonds will be required for streets that exceed $100,000 of cost under items collectively performed by one contractor. It is estimated that there are approximately 20 streets county-wide with an aggregate of $6.7 million in costs which meet this criteria.

2. **QUESTION:** On Page 8 Note No. 1 Contract Period of the Asphaltic Concrete Bid # B-6-20-57 Special Conditions it states "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 two (2) additional one (1) year periods". Is the Price Sheet for the Asphaltic Concrete Bid # B-6-20-57 for the first year of this agreement?

   RESPONSE: The price sheet included in the bid package is for the entire contract. The price sheet is based off of the API.

3. **QUESTION:** Will there be an opportunity to address cost increases for extended years?

   RESPONSE: The cost increases and/or decreases are based on the API. Increases and/or decreases are evaluated when a change of 5% occurs in either direction. The contractor(s) will send in a request to raise the cost. Additionally, if price adjustments are required, the criteria on the price adjustment sheet and FDOT Specs, Section 9-2.1.1 will be followed.

4. **QUESTION:** Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   RESPONSE: Yes, the FOT Fuel and Bituminous Average Price Index is used for this contract.

5. **QUESTION:** On Page 10 Note No. 8, of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Corrections on. "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020"". How does a Contractor get paid for these additional costs incurred for these unforeseen correction conditions?

2. **RESPONSE:** This is referring to the corrections in the pavement and not the base, there is no cost to the County.

6. **QUESTION:** On Page 11 Note No. 13 of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "The County will make award in accordance with General Conditions #23 on the following:..... What is General Conditions #23?

   RESPONSE: This statement is referring to the General Conditions, Terms, and Provisions located on Page 3, item # 23 – AWARDS.

7. **QUESTION:** On Page 12 Note No. 24 Estimated Quantities/Usages of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "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 – 85,000 TONS; Superpave 12.5 – 15,000 TONS; FC12.5 – 25,000 TONS". How much of the Superpave 9.5 – 85,000 TONS are FOB at Plant?

   RESPONSE: None, this was based off of last year's performance, 85,000 Tons, this was asphalt placed on the roads.

8. **QUESTION:** On the Price Sheet the last bid item states "Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)" at a per ton price. Please provide the following information: How often will asphalt requiring fiber occur, the minimum tons that shall be required for each occurrence, and the allowable time-frame for procuring the fiber portion of the asphalt prior to placement?

   RESPONSE: Based on last year's production we installed 11,000 Tons of Asphalt. This was 4 projects. One Month time frame on the fiber procurement.

9. **QUESTION:** Are FDOT Composite Pay Factors in effect for this bid?

   RESPONSE: No, FDOT Composite Pay Factors are not in effect for this bid.

10. **QUESTION:** Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years. This will help us provide you with our most competitive bid.

    RESPONSE: Please see table below:

Asphalt Type	Year	Tons	SY
SP 9.5	18-19	58,000	
SP 12.5	18-19	14,000	
FC 12.5	18-19	30,000	
FOB 9.5	18-19		
FC-5	18-19	0	
SP 9.5	19-20	85,000	
SP 12.5	19-20	15,000	
FC 12.5	19-20	25,000	
FOB 9.5	19-20	800	
Milling	19-20		491,295
FC 5	19-20	0	
Speed Humps	19-20	210	

11. **QUESTION:** Does the Contractor retain all the asphalt millings?

    RESPONSE: Yes, the contractor retains all of the asphalt millings.

12. **QUESTION:** Will the County accept any milling material (which would contain base material, subgrade material, etc.) if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness?

    RESPONSE: Yes, the County will accept any milling material if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness.

13. **QUESTION:** Will one contractor perform the asphalt milling for a particular roadway, parking lot, or bike path and another contractor perform the asphalt paving for this same roadway, parking lot, or bike path if one contractor is low on the asphalt milling item and another contractor is low on the asphalt paving item?

3. **RESPONSE:** One contractor would mill and pave. Typically, the contractor that is low after adding the two items together will be awarded the project.

14. **QUESTION:** Will one contractor perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed?

RESPONSE: Yes, one contractor will perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed.

15. **QUESTION:** Since there's not a bid line item for the fibers and only a limited amount has fibers, how should this be included in the tonnage price?

    RESPONSE: Please see Addendum 1 – Attachment B – Revised Price Sheet. The cost per ton to add fiber to the existing mix is location on the last line of the Revised Price Sheet. This line should reflect the cost to add the fiber to the existing mix. There are two companies that produce the fibers. The contractors should coordinate with the company of their choice to introduce the fiber into the mix. The cost per ton is the charge the contractor is charging for this process. The contractor is responsible for purchasing the fiber and installing it into the mix per manufacturer's recommendations.

16. **QUESTION:** What is the expected tonnage for the FC-5 and FC-9.5?

    RESPONSE: Currently, there are no projects scheduled requiring FC-5. For FC-9.5, we expect 1,000 tons.

17. **QUESTION:** The speed humps are calculated by the ton, what are the average length, width and height? Could they be bid by the linear foot?

    RESPONSE: Speed humps are typically 3 tons each. Contractors usually install the speed humps with a template. Please see Addendum 1 – Attachment A – Speed Hump Design

18. **QUESTION:** On the first page of the specifications, under Delivery, it states, "...to various locations in Brevard County, with inside delivery." Can you please provide further clarification on what is meant by "inside delivery"?

    RESPONSE: This statement is a general statement to reflect that the bid price should be "All inclusive to put the asphalt on the road per ton".

19. **QUESTION:** In the solicitation there is no reference to pricing being subject to adjustment in accordance with Florida Department of Transportation (FDOT) Bituminous Index. Does the county intend to include FDOT bituminous index adjustments in this contract?

    RESPONSE: Yes, the FDOT bituminous index adjustments will be used for this contract.

20. **QUESTION:** The Solicitation references delivery with FOB. Can you please clarify what is included in the FOB line item price?

    RESPONSE: FOB is only for the asphalt SP 9.5 picked up at the plant.

21. **QUESTION:** FDOT has locked the FDOT bituminous index at 1.9079 (unmodified binders) and 2.4637 (modified binder) for several months now due to complications from the COVID -19 virus pandemic. Should this contract incorporate a bituminous index adjustment, will future adjusts be based on the FDOT bituminous index at the time of bid?

    RESPONSE: Bids should be submitted with the FDOT bituminous index at the current rate. Adjustments will be made when the FDOT bituminous index increases or decreases by a minimum of 5%.

22. **QUESTION:** On page 5 bullet 45 of the solicitation describes if the contractor is not meeting production, the contract manager will notify the contractor to increase force. What is the minimum and maximum monthly production the bid should be based on?

    RESPONSE: We do not have a set schedule for the next year. What we have included is the estimated tons for the year. If we just take the projected 70 miles next year and divide it by 10, we are doing 7 miles per month. There will be times when the work load will increase because of additional projects such as the reclamation roads being completed at the same time we are doing resurfacing.

Please note that the bid opening date and time remains August 6, 2020 @ 2:00pm.

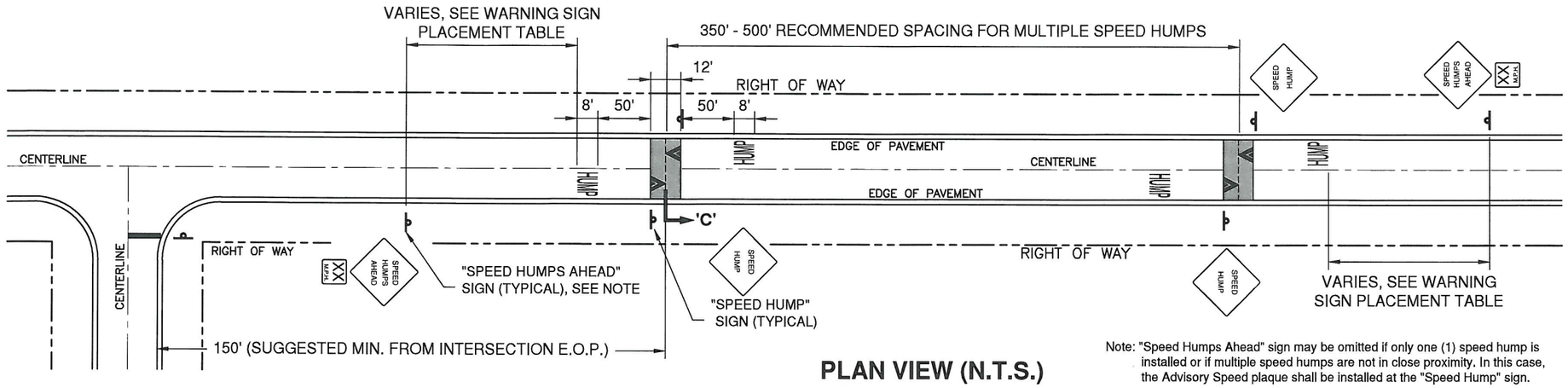
All other terms and conditions remain unchanged.

Sincerely,

Steven A. Darling, Jr.
Central Services Director

cc: file
Public Works

END OF ADDENDUM 1

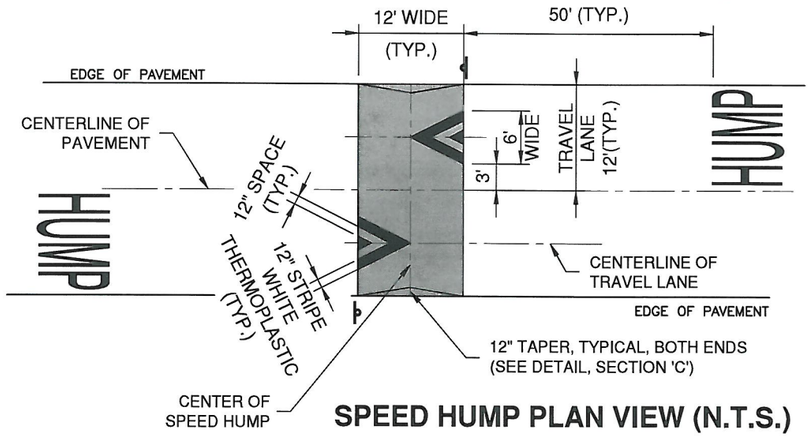


PLAN VIEW (N.T.S.)

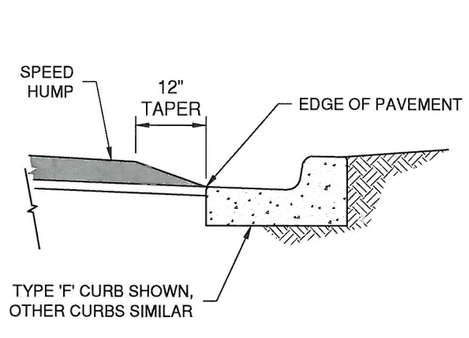
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

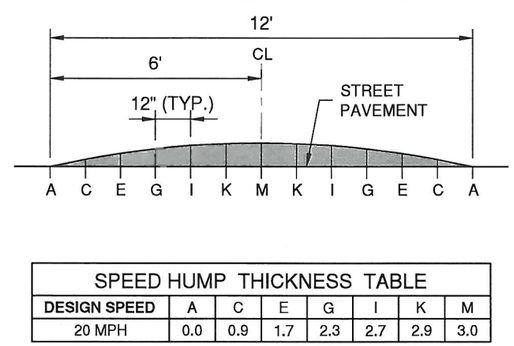
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

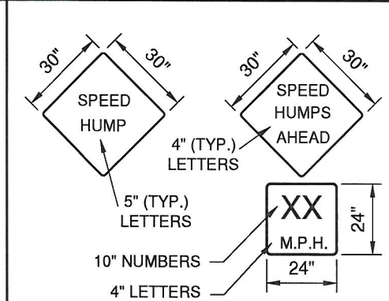


SECTION 'C' (N.T.S.)



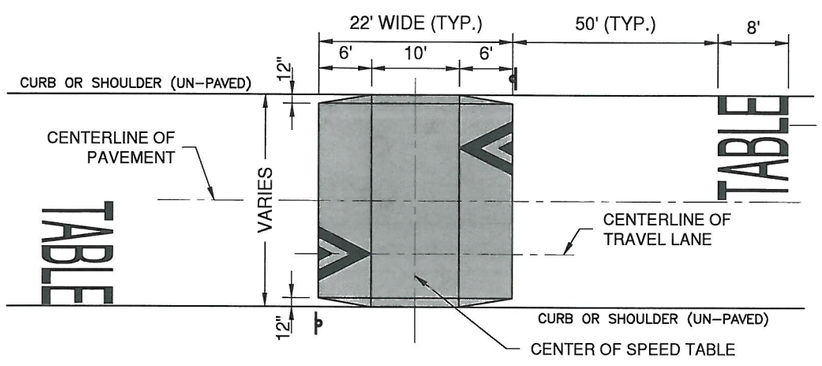
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

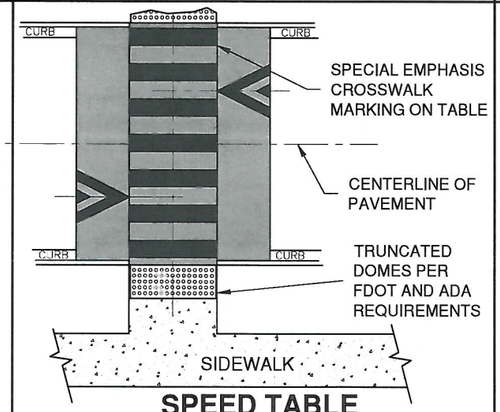


MUTCD REF. W17-1 (MODIFIED) AND W13-1

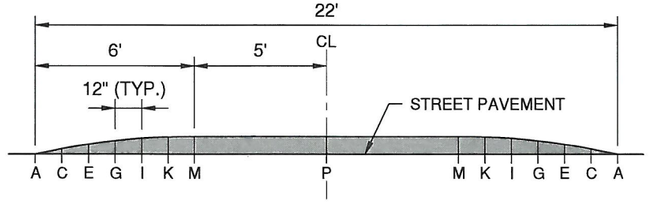
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

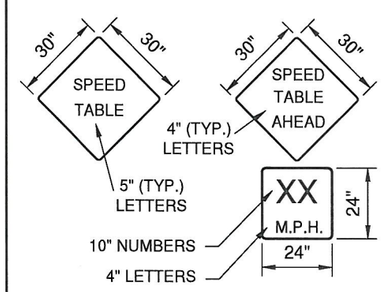


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE										
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.9	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D.
CHECKED BY: C. GUMM

DATE:	REVISION:	BY:
1.		
2.		
3.		
4.		

PREPARED BY:
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRAN JAMIESON WAY, RM. 211, BLDG A, VIERA, FL 32940
Ph. (321) 633-2077, Fax. (321) 637-5471

PREPARED FOR:
PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: CORRINA K. GUMM PE# 67564
DATE: 8-4-2016

SPEED HUMP DETAILS

SHEET: 01 OF 01

ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

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 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

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____ _

FAX

TELEPHONE #_____ #_____

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

May 2, 2022

Ms. Debra Mallard
V.A. Paving Inc
2955 Lake Dr
Cocoa, FL 32926
Email: debra.mallard@vapaving.com

Dear Ms. Mallard:

This letter is to notify you of the intent to renew B-6-20-57, Asphaltic Concrete. The effective dates of this renewal will be 8/22/22 to 8/21/23.

If V.A. Paving Inc is interested in renewing this quote under the same terms, prices and conditions of B-6-20-57, Asphaltic Concrete as well as the modification indicated below, please respond by signing the renewal. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our Office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

I, Debra Mallard, of V.A. Paving Inc agree to renew subject contract through 8/21/23, under the terms, pricing and conditions as outlined above.

If V.A. Paving Inc is not interested in renewing this contract, please complete and sign the following statement:

I, _____, of V.A. Paving Inc do not agree to renew subject contract.

Authorized Vendor Signature	Date 5-17-22

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received for the renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Debbie Feingold at 321-617-7390. **Please email your response within five (5) business days to Jackie Guadalupe at** jacquelyn.guadalupe@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Katherine Wall

Katherine Wall
Central Services Director

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving Inc. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with BREVARD COUNTY - FL , said contract being identified as: Bid No. B-6-20-57, Asphaltic Contract (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

Shall commence on August 22, 2020 through August 21, 2021 with two (2) one (1) year renewal options.

SCANNED

a. Insurance Requirements:

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE **(NOT APPLICABLE)**

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

Paragraph 2, page 1 of original contract Brevard County Contract No. B-6-20-57 hereby is excluded from this agreement as follows:

GENERAL CONDITIONS #45, page 5

SUPERVISION OF CONTRACT PERFORMANCE: The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing be 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 Contractor, upon written notification by the contract manger, shall within three (3) days increase the force, tools and equipment as needed to property perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor 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.

SCOPE OF SERVICES paragraph #3, page 10:
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 be the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County (in this case City) reserves the right to move to the next available contractor.

SCOPE OF SERVICES paragraph #22, page 11:
If the Contractor does not arrive on site as scheduled, the County (in this case City) will provide the Contractor with 24- hours' notice that work will be acquired elsewhere. In the event that the County (in this case City) acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County (in this case City) incurs from the alternate supplier.

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa

Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V. A. Paving, Inc.

Entered this 8th day of Sept.

Debra Mallard
(Print Name)

President
(Print Title)

9/8/2020

(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

CITY OF COCOA SEAL FLORIDA

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

April 28, 2023

REV A

Abigail Morgan, P.E.
Public Works Assistant City Engineer
155 N. Wilson Ave.
Cocoa, FL 32922

RE: City of Cocoa Annual Paving - 2023

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity	Milling unit cost	Asphalt Quantity	Unit	Asphalt Unit Price	Total
Cambridge Dr	School Gate	Westview Dr	7605	$2.75	684.45	TN	$93.71	$85,053.56
Center St	Forrest Ave	Ridgeway Ave	1095	$5.00	98.55	TN	$93.71	$14,710.12
Parkway St	Forrest Ave	Indian River Drive	2073	$2.75	186.57	TN	$93.71	$23,184.22
Mitchel St	Forrest Ave	Indian River Drive	1767	$2.75	159.03	TN	$93.71	$19,761.95
Carmalt St	Forrest Ave	Indian River Drive	2194	$2.75	197.46	TN	$93.71	$24,537.48
Snyder Dr	Carmalt St	Parkway St	478	$2.75	43.02	TN	$312.71	$14,767.28
Right St	Cox Rd	End without Circle	3126	$5.00	281.34	TN	$93.71	$41,994.37
Townsend Rd	N Entrance of Sams, N and W 1950'	N and W 1950'	5467	$2.75	492.03	TN	$93.71	$61,142.38
Tate St	Cambridge Dr	City Limits	307	$5.00	27.63	TN	$312.71	$10,175.18
Shearer Blvd	Wilson Ave	Highland Ave	4267	$2.75	384.03	TN	$93.71	$47,721.70
N Wilson Ave	Peachtree	Shearer Blvd	3515	$2.75	316.35	TN	$93.71	$39,311.41
Brunson BLVD	US1	Main St	2934	$3.00	264.06	TN	$93.71	$33,547.06
Oleander St	Forrest Ave	Hughlett Ave	980	$5.00	88.2	TN	$93.71	$13,165.22
Stone St	Florida Ave	Hughlett Ave	1254	$5.00	112.86	TN	$93.71	$16,846.11
								$0.00
								$0.00
						TOTAL		$445,918.05

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads to be milled 1.5" and receive 1.5" of SP 9.5 asphalt.

Pricing includes 1 (one) mobilization.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

V.A. Paving Inc

Jamie Bell
Estimator

RESOLUTION NO. 2023-064

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 ANNUAL STREET PAVING PROGRAM PW08SP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $4,081.95 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 September 27, 2022, the City Council authorized the City Manager to proceed with the Brevard County Bid No. B6-20-57 to VA Paving Inc. and City Piggyback Agreement for the completion of the Annual Street Paving Program PW08SP, 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 Annual Street Paving Program PW08SP, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $450,000 budgeted by the City Council for the project inclusive of the $4,081.95 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 July 11, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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

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

PRODUCER
HUB International Florida
10739 Deerwood Park Blvd
Suite 200
Jacksonville FL 32256

CONTACT NAME: Lois Meyers
PHONE (A/C, No, Ext): 904-446-3152 **FAX (A/C, No):** 904-396-7432
E-MAIL ADDRESS: lois.meyers@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ascot Insurance Company	23752
INSURER B : BITCO General Insurance Corporation	20095
INSURER C : BITCO National Insurance Company	20109
INSURER D : Great American Insurance Company - Canada	
INSURER E :	
INSURER F :	

INSURED VAPAV-1
V.A. Paving, Inc.
P.O. Box 1046
Cocoa FL 32926

COVERAGES **CERTIFICATE NUMBER:** 790164762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		CLP 3 724 312	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP 3 724 313	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			TUU 0330304 15	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 3 724 311	12/31/2022	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Equipment Floater Inland Marine			IMMA2210000191-04	12/31/2022	12/31/2023	Rented/Leased p/Item Rented/Leased Total	500,000 700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bradford W. Burch

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PRICE ADJUSTMENT #8

Bid Title: Asphaltic Concrete
Bid No: B-6-20-57

	V.A PAVING, INC		GOODSON PAVING, INC	
ASPHALTIC CONCRETE				
Superpave SP-9.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$93.71	TON	$109.11	TON
PARKING LOTS	$127.71	TON	$138.91	TON
BIKE PATHS	$182.71	TON	$174.71	TON
Superpave SP-12.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$90.71	TON	$108.11	TON
PARKING LOTS	$127.71	TON	$137.61	TON
BIKE PATHS	$182.71	TON	$168.31	TON
FRICTION COURSE				
Friction Course FC-5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$193.28	TON	$212.43	TON
Friction Course FC-9.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$123.28	TON	$139.33	TON
Friction Course FC-12.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$122.28	TON	$141.53	TON
SPEED HUMPS SP-9.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$587.71	TON	$438.71	TON
LESS THAN 25 TN PATCHINGSP-9.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$512.71	TON	$354.71	TON
25-50 TN PATCHING SP 9.5 Vendor Delivered, Vendor Placed				
ROAD PAVING	$312.71	TON	$308.31	TON
TACK FOB Gallon Vendor Delivered, Vendor Placed				
ROAD PAVING	$12.00	GAL	NO BID	GAL
PRIME Vendor Delivered, Vendor Placed				
ROAD PAVING	$1.00	SY	$0.80	SY
PRIM AND SAND Vendor Delivered, Vendor Placed				
ROAD PAVING	$2.00	SY	$1.55	SY
SAND 3% HOT MIX Vendor Delivered, Vendor Placed				
ROAD PAVING	$1,000.00	TON	$375.00	TON
PARKING LOTS	$14.00	SY	$3.64	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 FOR PICK UP				
ROAD PAVING	$77.71	TON	NO BID	TON
TEMPORARY STRIPING Vendor Schedules and Provides				
ROAD PAVING	$5.00	L.F.	$6.00	L.F.
NIGHT WORK Cost Per Ton				
ROAD PAVING	$10.00	TON	$16.50	TON
COST FOR MILLING & CLEANUP SY 0-2,500 and Under				
ROAD PAVING	$5.00	SY	$6.37	SY
COST FOR MILLING & CLEANUP SY $2,501 - 5,000				
ROAD PAVING	$3.00	SY	$3.62	SY
COST FOR MILLING & CLEANUP SY 5,001 - 15,000				
ROAD PAVING	$2.75	SY	$3.38	SY
COST FOR MILLING & CLEANUP SY 15,001 and over				
ROAD PAVING	$2.50	SY	$3.10	SY
ASPHALT MILLINGS FOR PICKUP FOB AT PLANT				
ROAD PAVING	$75.00	TON	NO BID	TON
COST PER TON TO ADD ARAMID FIBER TO THE ASPHALT MIX *FOR SPECIFIC PROJECTS ONLY*				
ROAD PAVING	$10.00	TON	$15.00	TON

Legislation Details (With Text)

File #:	23-377	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/13/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	

Title: Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: SOIRL Interlocal Revenue Budget Resolution FY 2023- ADA Compliant.pdf
BAF 23-085-A-SW-SOIRL Floating Wetlands (7-11-23) Agenda 23-377.pdf
SOIRL Agreement 23-231 Cost Share Funding for Floating Wetlands.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2023
Agenda Date: July 11, 2023
Prepared By: Abby Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project.

BACKGROUND:

North Fiske Pond is an 18.8-acre stormwater pond located between Cocoa Blvd. and some vacant commercial land. The pond provides storage and treatment to stormwater flows from runoff in areas to the north. As an element of Low Impact Design to continue stormwater nutrient reduction, a project was created that includes the installation of an innovative technology known as a floating wetland.

On August 2022, the City of Cocoa submitted a Save Our Indian River Lagoon (SOIRL) Grant Funding application to obtain reimbursement for the North Fiske Stormwater Pond Floating Wetlands Project costs. The total project cost incurred in FY23 was $50,000.00. The reimbursement for the SOIRL cost-share funding will be $50,000.00.

STRATEGIC PLAN CONNECTION:

GOAL 6.1: The City shall ensure the provision of a stormwater management system of appropriate capacity and functionality to protect public health and safety, fulfill requirements of the National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Loads (TMDL's).

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes
Amount	$50,000
Account Number	_423-0000-338.10-05
Account Name	_Shared Revenue Local Unit
Amount	$50,000
Account Number	_423-0000-389.99-50
Account Name	Fund Balance Reserves

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X__ Interlocal Revenue_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

On August 23, 2022, City Council provided approval for the City to apply for SOIRL Interlocal Funds for the construction of the N Fiske Stormwater Pond Floating Wetlands Project.

RECOMMENDED MOTION:

Authorize the City Manager to execute the Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Interlocal Agreement between Brevard County, Florida, and the City of Cocoa (SOIRL 23-231). Approve Resolution Amending the FY23 Budget BAF#23-085-A, Recognizing the SOIRL Cost-Share Funding Revenue for the construction of the North Fiske Stormwater Pond Floating Wetlands Project.

RESOLUTION NO. 2023-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-085-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 06/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	423-0000-338.10-05	SW23FW	Shared Rev BC SOIRL	$ 0	$ 0	$ 50,000	$ 0
($ 50,000)	423-0000-389.99-50	SW23FW	Fund Balance Reserves	$ 0	$ 0	($ 50,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accept shared revenue and replenish Fund Balance, for the installation of floating wetlands through the SOIRL cost-share funding ILA (SOIRL 23-231) between Brevard County and the City.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** _____ ***RESOLUTION #:*** 2023-065

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

Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:49:50 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:50:12 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.06.19 10:20:31 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:50:46 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF COCOA, FLORIDA.

AGREEMENT NUMBER: SOIRL 23-231

THIS AGREEMENT ("Agreement") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Cocoa, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance No. 2016-15, ("the Ordinance") imposing a one-half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that, if approved, said one-half cent discretionary infrastructure sales tax shall be imposed and collected County-wide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levy of the one-half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one-half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been

included and approved by the Board of County Commissioners as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

NOW, THEREFORE, for value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.
This Agreement incorporates all of the following:
a. The Recitals set forth above;
b. The terms of the Agreement set forth herein;
c. Attachment A – Statement of Work;
d. Attachment B – Project Progress Report Form;
e. Attachment C – Reimbursement/Invoice Form;
f. Attachment D – Recipient's Certification of Payment Form;
g. Attachment E – Eligible Tax Funding Cost Share Form; and
h. Attachment F – Foreign Disclosure Form (for projects over $100,000).

Section 2. Statement of Work.
In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.
a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until July 30, 2023 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for up to one (1) year may be approved by the County Manager, or designee. Up to two (2) requests to extend for six (6) months each may be approved by the Natural Resources Management Department Director, or his/her designee. Timely requests to extend for longer than the County Manager's authorization to approve, may only be approved by the Board of County Commissioners.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the

Completion Date, including by way of example without limitation, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the Project, which is eligible for reimbursement under this Agreement, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days' prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date received.

COUNTY
Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: Terri.Breeden@brevardfl.gov

CITY
Abigail Morgan
Assistant City Engineer
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922
Project Manager Phone: 321-433-8910
E-mail: amorgan@cocoafl.gov

a. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the Project. The COUNTY'S Project Manager may authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, and do not affect the COUNTY'S cost-share funding amount, the Project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

b. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and City Manager are authorized to sign amendments to

this Agreement only if such additional funding: (1) reduces the Indian River Lagoon tax funding amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The CITY is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the Project, the CITY will provide the COUNTY a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S **Project Progress Report Form, Attachment B.** CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within twenty (20) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The CITY shall notify the COUNTY once construction has started at the site.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the Project.

Section 8. Amount of Funding.

a. For satisfactory completion of the Project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E.** This amount shall be reduced correspondingly if additional matching funds for the Project are secured by the CITY. The contract amount may be increased by the appropriate grant amount if the COUNTY is able to secure funds from external revenue sources that are approved for allocation to this Project by the Board of County Commissioners, or its duly authorized

representative.

b. The CITY shall be responsible for payment of all additional costs beyond the cost-share amount necessary to ensure completion of the Project.

c. During contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the Project, and an estimate of Project costs as defined below in Section 8.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary so as not to exceed the balance of Project Costs minus external matching funds for the Project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other Project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. The CITY is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on an end of Project basis for reimbursable expenses by one of the following four methods by: (1) mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Natural Resources Management Department, Terri Breeden, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) e-mail to Terri.Breeden@brevardfl.gov. If a delivery method is not selected in this paragraph, the default invoicing basis will be quarterly increments and sent by mail to the Project Manager.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share

listed in the **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. This percentage may be adjusted as needed if the project is partially funded through other grant funding sources. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the Project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitations and allocations, if applicable.

f. The COUNTY'S fiscal year ends on September 30th. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30th satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the Project or October 30th if the City's final payment is made between September 15th and September 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Agreement. Amounts withheld

shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the Project Agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

Section 14. Sovereign immunity, Liability, and Insurance.

To the extent provided by law, the CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CITY, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with this Contract, to the extent and within the limitations of Section 768.28, Florida Statutes. The CITY accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing contained herein shall constitute agreement by the CITY to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers or employees. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

The selected contractor shall purchase and maintain general liability insurance in the amount of $1,000,000/$2,000,000 and auto liability insurance in the amount of $500,000/$1,000,000, and Workers' Compensation to the State of Florida's limits. The selected contractor shall provide

Certificates of Insurance to the City and COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract and is responsible for ensuring it has the coverage required hereunder throughout the length of this contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A-Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY and the CITY 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 being issued by the insurer to the COUNTY. The CONTRACTOR is also responsible for providing the COUNTY with thirty (30) days prior written notice of any change or cancellation of the policies.

The selected contractor shall submit a certificate of insurance that meets these requirements to both the CITY and the BOCC before the commencement of the project. Where the City is indemnified under any agreement awarded to the selected subcontractor, the County shall also likewise be so indemnified by the subcontractor and the City shall provide written proof of such indemnification.

The parties acknowledge that specific consideration has been exchanged for this indemnification provision. This indemnification shall survive the termination of this Contract.

Section 15. Funding Availability.

a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this Project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

a. Should the CITY fail to complete the Project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the Project due to circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the Project has not been completed within thirty (30) days after the Completion Date, the CITY shall provide the COUNTY with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional Project, this paragraph shall apply in the event the total functional Project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional Project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein if the parties can agree, in writing, to a revised completion date for the Project based on the circumstances.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty (30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10)

days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

c. This Agreement may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, the CITY shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the CITY terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

ADDITIONAL PROVISIONS

Section 18. Assignment.
The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.
a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is entitled to receive under the Agreement; and/or (6) the CITY has received contributions

amounting to more than one hundred percent (100%) of the Project cost through cumulative public agency cost-share funding.

Section 20. Dispute Resolution.
The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the COUNTY Project Manager within ten (10) business days, the COUNTY Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and may then be subject to judicial review upon completion of the Project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**.

Section 22. Permits.
The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The CITY shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.
The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the Project. The CITY is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.
a. The CITY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY or its subcontractors are found to have submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Public Entity Crime.
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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 26. Public Records.
Records of the CITY that are made or received in the course of performance of the Project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 27. Royalties and Patents.
The CITY certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 28. Employment Eligibility Verification (E-Verify):
The CITY:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

b. shall expressly require any subcontractors performing work or providing services pursuant to this 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; and

c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the CITY'S enrollment in the program. This includes maintaining a copy of proof of the CITY'S and subcontractors' enrollment in the E-Verify Program; and

d. compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach; and

e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and

f. nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 29. Severability.
If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and CITY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Brevard County, Florida

By: _____

Date: 6/7/2023

John Denninghoff, Assistant County Manager

As Approved by the Board on February 7, 2023

Cocoa, Florida

By: _____

Name: Stockton Whitten

Title: City Manager

Date: _____

Reviewed for legal form and content for Brevard County

_____

Heather A. Balser, Assistant County Attorney

ATTACHMENT A
STATEMENT OF WORK

PROJECT TITLE: North Fiske Stormwater Pond Floating Wetlands

PROJECT LOCATION: North Fiske Stormwater Pond

PROJECT BACKGROUND: As an element of Low Impact Design stormwater nutrient reduction, this is the installation of an innovative technology known as a floating wetland.

PROJECT DESCRIPTION: Installation of a floating wetland at the North Fiske Stormwater Pond.

TASKS and DELIVERABLES: City will provide Quote, Purchase Order, Invoices, and Harvesting Nutrient Removal Report.

City agrees to include physical signage approved by the County at the site during the performance of the work. The signage shall contain the Brevard County Save Our Indian River Lagoon logo. The physical design of the sign shall allow space for the following text: "This project has been funded in part by the Save Our Indian River Lagoon ½ cent sales tax."

Task #1: Design and Permitting
Task Description:
Task Deliverable:

Task #2 Construction of Project
Task Description:
Task Deliverable:

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting		
2	Construction of Project	11/30/22	

Estimated Reimbursement Schedule:
Project reimbursements will be requested after project completion.

Please provide a schedule of estimated amounts in the quarter (1st, 2nd, 3rd, 4th quarter 20xx) for each reimbursement that will be requested. Note that quarters go by the County fiscal year so 1st quarter is Oct.-Dec., 2nd quarter is Jan.-Mar., 3rd quarter is Apr.-Jun., 4th quarter is Jul.-Aug.) You do not need to include quarters that reimbursement is not requested. If the project goes beyond the two years provided in the table below you may insert another table.

Task #	Quarter #3/Year 23	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year	Quarter #/Year
2	$50,000					

Deliverables:
Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):
This project is included in the City's FY 2022-2023 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. However, the funding allows for additional projects to be completed, which are beneficial in the restoration of the Indian River Lagoon.

Other:

Attachment B

Save Our Indian River Lagoon Project Progress Report Form

Date: _____ Report Number: _____

Project Information

Project Name:			
Recipient:		Recipient's Project Manager:	
SOIRL Contract Number:		SOIRL Contract Amount:	
Nitrogen Reduction Benefit:		SOIRL Contract Expiration:	
Phosphorus Reduction Benefit:		County Project Manager:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Project Financial Information

Total Project Budget:		Total SOIRL Budget Expended:	
Total Expended to Date:		SOIRL Budget Expended This Period:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status (include problems, issues, solutions, anticipated plans/deviations from schedule)

Tasks/Milestones/Deliverables Scheduled

Task Number	Tasks/Milestones/ Deliverables	Start Date	Finish Date	Percent Complete (%)
1				0%
2				0%
3				0%
4				0%
5				0%

Attach an additional page of notes and photos if needed.

Attachment C – Detail Sheet

Save Our Indian River Lagoon Cost Share Program – Invoice for Reimbursement

RECIPIENT'S NAME:	
PROJECT NAME:	
COUNTY'S PROJECT MANAGER:	
AGREEMENT NO.:	
PERFORMANCE PERIOD FROM:	
PERFORMANCE PERIOD TO:	
PAYMENT REQUEST NO.:	
DATE OF REQUEST:	
TOTAL PROJECT COST:	
COST-SHARE PERCENTAGE:	
COST-SHARE AMOUNT:	
TOTAL COST-SHARE PREVIOUSLY REIMBURSED:	
CURRENT REIMBURSEMENT AMOUNT REQUESTED:	
NOTES:	

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICE AMOUNT	CURRENT REIMBURSEMENT AMOUNT REQUESTED
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
					TOTALS:	$ 0.00	$ 0.00

Attachment D

Recipient's Certification of Payment Request

I, _____ , on behalf of _____ , do hereby certify for SOIRL Agreement No. _____ and Payment Request No. _____ that:

☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☒ All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.

☒ If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.

☒ The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

☒ All permits and approvals required for the construction, which is underway, have been obtained.

☒ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☒ The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	City of Cocoa
Project Name:	North Fiske Stormwater Pond Floating Wetlands
Agreement Number:	23-231

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 (_____)	Grant 2 (_____)	Grant 3 (_____)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Permitting						$ -
2	Engineering						$ -
3	Construction	$50,000				$ 50,000.00	$ -
4	Monitoring						$ -
	Total	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00	$ -

Save Our Indian River Lagoon Funding Eligibility Calculation	
Project Type	SW BMP MAPS
Pounds of Nitrogen Reduction	200
Eligible Cost Share per Pound	$250
Eligible Tax Funding Cost Share	$ 50,000.00
Reduction so Sum of Grants does not exceed Project Cost	$ -
Eligible Cost Share, Adjusted	$ 50,000.00
Cost Share Percentage	100%

Legislation Details (With Text)

File #:	23-378	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/14/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Seven Replacement Kits with Installation for Coplastix (isolation) Sluice Gates in Sellers Bardenpho System with Alfa Laval, Inc., 5400 International Trade Drive, Richmond, VA, 23231, and to Authorize the City Manager to Negotiate and Approve Related Agreements and Purchases for $41,205. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Alfa Laval Quote.pdf sole-source-Alfa Laval-Sellers.pdf Sole Source Resolution-Alfa Laval.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2023
Agenda Date: July 11, 2023
Prepared By: Rose Hochreiter
Through: John Walsh
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Seven Replacement Kits with Installation for Coplastix (isolation) Sluice Gates in Sellers Bardenpho System with Alfa Laval, Inc., 5400 International Trade Drive, Richmond, VA, 23231, and to Authorize the City Manager to Negotiate and Approve Related Agreements and Purchases for $41,205

BACKGROUND:

The Bardenpho system consists of 6 large tanks with isolation sluice gates that allow or restrict flow from one tank to another. Currently the seals around the gates have failed. Without the gates sealing properly, tanks cannot be taken down (emptied) for maintenance and repairs.

Alfa Laval, Inc. is the original equipment manufacturer and is the sole manufacturer. All replacement and repair parts must be Alfa Laval.

Staff is requesting Council to waive the competitive bid process for a sole source purchase for Alfa Laval, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No

Amount $41,205
Account 421-4120-536.46-00
Account Name Repairs and Maintenance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Seven Replacement Kits with Installation for Coplastix (isolation) Sluice Gates in Sellers Bardenpho System with Alfa Laval, Inc., 5400 International Trade Drive, Richmond, VA, 23231, and to Authorize the City Manager to Negotiate and Approve Related Agreements and Purchases for $41,205

June 09, 2023

To: Jerry Sellers WRF, City of Cocoa, FL
Attn: Joseph Gibson

Re: Seal Replacement Kit - Coplastix Sluice Gates
Bardenpho Process Area
Alfa Laval Quote No.: 06012023 r1

5400 International Trade Drive
Richmond, VA 23231 - USA
(800) 362 - 9041

Dear Mr. Gibson,

We are pleased to offer our bid, for the supply of replacement kit(s) for Coplastix Sluice Gate(s). If you disagree with the take-off contained herein, you must advise us.

Item #1 SLU-5 through 11

Qty.:	Seven (7) kits.
Gate Size (opening):	48" wide x 48" high
Equipment:	Seal replacement kit. Kit consists of seal strips, bottom seal and adhesive.
Price:	$2,515.00 ea. X 7 = $17,605.00

Item #2

Qty.:	One (1)
Service:	Two trips, five days on site each trip to perform the seal replacement on seven (7) gates.
Price:	$23,600.00 total. If additional days are needed for leakage testing, delays, etc., the adder per day will be $1,400 per eight-hour day, includes labor and expenses.

NOTES AND EXCEPTIONS:

A. Equipment offered is Coplastix Standard Design.
B. Alfa Laval Inc. requires the customer furnish a written purchase order and it must be executed to schedule date. No technician will be dispatch to the job site without receiving a purchase order.
C. **The doors on SLU-10 & 11 could not be inspected, not raised enough, coupling loose on gate 10. Both doors need raised and inspected to make sure no damage prior to work being done.**
D. Scheduling: We require 3 weeks' notice minimum to schedule field service. Service will be confirmed subject to PO and current workload. **Our first opening now is week of July 17th. The next open week is August 20th.**

Ashbrook Simon-Hartley

Classified by Alfa Laval as: Business

E. Cancellation: 48-hour notice is required. In the event the field service is postponed or canceled within 48 hrs., a cancellation fee shall be imposed, to include all costs for time, travel, mileage, and expenses, as applicable.
F. Tools: Alfa Laval technicians carry standard hand tools. Extra tools shall be provided by the customer.
G. Equipment: All safety equipment, ladders, man lifts, rain tents, etc. shall be provided by the customer.
H. Disassembly/reassembly of gates shall be done with the help of customer. Alfa Laval technician might be present to assist during disassembly unless disassembly done prior to technician arrival. Reassembly and adjustment of gates will be done after seals replaced.

DO NOT assume any item not listed above is included in our proposal.

Material/Equip. Price = $2,515.00 ea. X 7 = $17,605.00
Installation Service (2T, 5D each trip) = $23,600.00
Freight: Included
Total = $41,205.00
Contact (Bob Bierhorst) Tel # (813) 929-4454 for placing order.

Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval, Inc. shall be installed by others.

Taxes:

The quoted price does not include any local, state, or federal taxes, permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Proposal Acceptance:

This proposal is offered for acceptance within thirty (30) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period and the review and return of submittal drawings to Alfa Laval within thirty (30) days. Delays caused by slow return of submittals and/or other manufacturing delays caused by the contractor, owner, owner's agent or engineer may result in additional charges of 1% per month for such delays or part thereof.

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. ACCEPTANCE: Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. PRICES: Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. DELIVERY; FORCE MAJEURE: Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. SHIPMENT, RISK OF LOSS, TITLE: All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. CREDIT AND PAYMENT: Payment terms are (30) days net, unless agreed otherwise by us in writing. Pro rata payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. SECURITY AGREEMENT: You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. EQUIPMENT WARRANTY AND REMEDY:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supevision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

Classified by Alfa Laval as: Business

(e) DISCLAIMER OF IMPLIED WARRANTIES. THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advanrtage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. OWNERSHIP: All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusivelyour property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. PATENT INFRINGEMENT

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third- party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then- current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. CONFIDENTIALITY: Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy;
(ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. INAPPLICABILITY OF CISG: The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. GOVERNING LAW & VENUE: These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28
U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. GENERAL: All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of usshall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of usof any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

Classified by Alfa Laval as: Business

June 2, 2023

State of Florida

Re: Replacement Parts for Coplastix Sluice Gates.

10470 Deer Trail Dr.
Houston, Texas 77038
(800) 362 - 9041

Dear: To Whom It May Concern,

Regarding Coplastix products, we confirm Alfa Laval, Inc. is the sole manufacturer of this unique product and has no equal or competitor that can provide you with comparable equipment or replacement parts needed. Furthermore, we confirm that MTS Environmental, Inc. is Alfa Laval's sole contracted representative for the State of Florida selling Coplastix fluid control products.

We wish to thank you for the opportunity of offering this proposal. Should you have any questions, please feel free to contact our representative or us noted below.

Sincerely,

Doug Thomas

Doug Thomas
Business Development Manager, Fluid Control

cc. MTS Environmental, Inc. (Bob Bierhorst), Alfa Laval Local Representative

RESOLUTION NO. 2023-066

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 11th day of July, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-066

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Replacement Kits for Coplastic Sluice Gates in Sellers Bardenpho system from Alfa Laval, Inc. 5400 International Trade Drive, Richmond, VA 23231.

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.

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	23-379	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/14/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FDACS Contract - 29920.pdf Budget Resolution FY 2023-067 ADA Compliant.pdf BAF 23-086-A-PW-Forestry Grant Award (7-11-23) Agenda 23-379.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2023
Agenda Date: July 11, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, City Engineer - Interim Public Works Director
Requested Action:
Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000.

BACKGROUND:

On October 23, 2019, Council authorized staff to apply for a three-year grant through the Florida Division of Forestry (FDACS). Council accepted grant funding for years 1&2 on August 26, 2020.
Year 1 - Tree Inventory was completed in late 2020.
Year 2 - Urban Forest Management Plan was completed in Spring of 2022.
Year 3 - Grant will provide up to $15,000 for tree planting at Bracco Park with the City's matching $15,000 for a total of $30,000. This is the final year of the contract.

Public Works will solicit three quotes to plant a mix of Live Oak, Red Maple, and Bald Cypress at select locations within Bracco Pond Park. Locations include shading the static exercise equipment. Work to include irrigation connection for new trees.

STRATEGIC PLAN CONNECTION:

Trees and shade canopy improve the City's image and provide for exercise for its residents.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$15,000
Account Number	_001-3520-572.31-11
Account Name	_Professional Services/USDA Forest Management Grant

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_X___ Grant Source:_FDACS Contract #29920
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Council approved the grant application on October 23, 2019. Council awarded Years 1 and 2 on August 26, 2020.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2023 Budget, BAF #23-086-A, to accept year 3 of grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration contract # 20-DG-11083112-001 for tree planting at Bracco Pond Park in the amount of $15,000.

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FDACS CONTRACT# 29920

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this 2nd day of June, 2023 by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and City of Cocoa, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated October 3, 2019 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 70151500

A. SUBAWARD AMOUNT

1. This contract is a three-year program and the Subrecipient will receive a one-year contract for each project once the previous project has been completed in full.

   The total award amount for satisfactorily completing the first year Scope of Work is $25,000.00. This Scope of Work is for the development of a local tree inventory/hazardous tree inventory on non- federal public properties (includes parks, rights-of-way and preserves) . The total award amount for satisfactorily completing the second year Scope of Work is $15,000.00.

   This Scope of Work is for creating a management plan to guide the management of urban trees on non- federal properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the first-year tree inventory, priority planting areas, canopy goals and metric on how to measure progress.

   The total award amount for satisfactorily completing the third year is $15,000.00. This Scope of Work is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. An ISA Certified Arborist must oversee the installation of the trees and a three-year maintenance plan is required prior to planting. Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground

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covers (not sod) in conjunction with the tree planting may only serve as a matching cost and cannot be reimbursed. A sixty-day "grow-in period" is required prior to Certification.

The total award amount for all three years is $55,000.00 with a 1:1 match required (refer to section F -MATCHING OR COST SHARE) In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

This AGREEMENT represents the third year of the three-year project and the total award amount for this AGREEMENT is $15,000.00 with a $15,000.00 match required.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of May of 2024 ("Term").

2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

   a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.

   b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

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a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the SUBRECIPIENT APPLICATION.

3. Financial Management

a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.

b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT’s grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.

c. All reimbursement requests must be submitted using the RECIPIENT’s standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

d. The payment request packet is downloadable from http://forms.freshfromflorida.com/02019.pdf.

e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

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f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.

d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.

(2) Final Report – brief paragraph on letterhead summarizing what was accomplished with the grant funding.

(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.

(4) Copy of Congressional thank you letter – Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.

(5) Certification of Acceptance executed by a Florida Forest Service official.

e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

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a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.

b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

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a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.
b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property.

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When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.

f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create

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a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.

2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.

2. The SUBRECIPIENT must have documented procurement procedures.

3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or

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administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from http://forms.freshfromflorida.com/02018.pdf.

2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.

3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.

5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

   a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.

   b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

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a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

   a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

   b. Disallow all or part of the cost of the services not in compliance.

   c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

   a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
      (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

      (2) Fails, to timely fulfill its obligations under the AGREEMENT;

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(3) Improperly or illegally uses funds provided under this AGREEMENT; or

(4) Submits reports that are incorrect in any material respect.

b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

1. Notwithstanding the termination of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a SUBRECIPIENT who is an individual.

d. In the event that the SUBRECIPIENT expends $750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must

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have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.

b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

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a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.

c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.

e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.

d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https:facweb-census.gov.

f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under this AGREEMENT.

2. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with this AGREEMENT, unless the records are

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confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

3. The SUBRECIPIENT acknowledges and agrees that:

   i. Pursuant to Section 287.133(2)(a), Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not 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 following the date of being placed on the convicted vendor list.

   ii. Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid,

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proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. The SUBRECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The SUBRECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

6. This AGREEMENT is contingent upon the availability of funding from the federal agency. This AGREEMENT may be terminated by RECIPIENT if funding from the federal agency is reduced or terminated.

7. The SUBRECIPIENT represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this AGREEMENT shall be verified by SUBRECIPIENT through

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the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

8. The SUBRECIPIENT shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT.

9. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the DEPARTMENT, any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.

12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

13. This AGREEMENT may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

14. In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

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15. This AGREEMENT shall be controlled by Florida law, without regard to any conflict of law provisions thereof.

16. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding on all parties hereto.

17. SUBSUBRECIPIENT agrees that all services to be performed hereunder shall be performed solely by the SUBRECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to SUBRECIPIENT's compliance with one or more of the following: (i) SUBRECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the SUBRECIPIENT until SUBRECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the SUBRECIPIENT; and (iii) SUBRECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the SUBRECIPIENT.

18. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections M(17) hereof and Articles D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), I (entitled "RECORD RETENTION AND ACCESS"), K (entitled "CLOSE OUT"), and L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this AGREEMENT.

Special Conditions: N/A

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This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Todd Little and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, FL 32399.

The Grant Manager for the SUBRECIPIENT is Anthony Hagan and is located at City of Cocoa, 65 Stone Street, Cocoa, FL 32922.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from USDA Forest Service, federal financial assistance funding opportunity under FAIN # 20-DG-11083112-001 and 21-DG-11083112-001 and Catalog of Federal Domestic Assistance Cooperative Forestry Assistance 10.664.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	Stockton Whitten
Signature	Signature
Director of Administration	City Manager
Title	Title
5/31/2023	6/2/2023
Date	Date

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Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

SCOPE OF WORK
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001

Subrecipient FEIN: 59-6000292

3. Subrecipient Legal **Name:** City of Cocoa

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Item/Task	Item/Task Description	Cost per Unit	Total
1	Trees	Trees to be planted (includes contracted Arborist to oversee planting)	$30,000	$30,000

Describe in detail the activity or work to be conducted.

Install three-inch (dbh/caliper) southern live oak trees (Quercus virginiana), bald cypress (Taxifolia distichum) and red maple (Acer rubrum) at Bracco Pond Park located at 950Plaza Parkway, Cocoa, Florida, 32922. Tree installation will begin just north of the paved parking lot off of Plaza Parkway, follow the sidewalk generally north and west towards the Fiske Boulevard entrance. This area will encompass locations 3and 4of the attached future static exercise equipment map. This is approximately 1,850 linear feet. Installation of the trees will include drip irrigation connected to the City of Cocoa's reclaimed water system. These trees will be irrigated properly for establishment and then follow best management practices thereafter. This project will be budgeted /funded at the maximum amount of $30,000, This project will be bid on a per tree installation cost, including irrigation connections, so grant funds will be used in conjunction and one-to-one with matching funds. This spacing is estimated at 60trees in total

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Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

BUDGET PLAN
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001			Subrecipient FEIN: 59-6000292	
Subrecipient Legal Name: City of Cocoa				
Category/Description	Cost per Unit	Units	Grant Amount	Match Amount
Personnel -	$0	0	$0	$0
Fringe Benefits -	$0	0	$0	$0
Travel (not authorized)	N/A	N/A	N/A	N/A
Equipment (not authorized)	N/A	N/A	N/A	N/A
Supplies -				
Contractual (if authorized) -	$15,000	1	$0	$15,000
Trees -	$15,000	1	$15,000	$0
Other Expenses -	$0	0	$0	$0
Total Direct Charges	$30,000	2	$15,000	$15,000
Indirect Charges -	N/A	N/A	N/A	N/A
Total Amount	$30,000	2	$15,000	$15,000

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Attachment C: Tree planting map



RESOLUTION NO. 2023-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-086-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW-Parks | DATE PREPARED: 06/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-0000-331.39-12	GR2005	Other Physical Environment/USDA/ Forest	$ 0	$ 0	$ 15,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-3520-572.31-11	GR2005	USDA Manage Forestry Grant	$ 0	$ 0	$ 15,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accepting the Revenue # 001-0000-331.39-12 (Other Physical Environment/USDA/Forest Svc. 26866) and assigning the expense to account # 001-3520-572.31.11 (USDA Manage Forestry Grant). Grant revenue from the Florida Department of Agriculture and Consumer Services Division of Administration for tree planting at Bracco Pond Park in the amount of $15,000. The 50% Match as already been assigned. Agenda 23-379

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** _____ **RESOLUTION #:** 2023-067

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

6/19/23	Shawn Weston Digitally signed by Shawn Weston Date: 2023.06.19 09:36:06 -04'00'	6/20/23	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 08:23:37 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.06.19 10:25:11 -04'00'	6/20/23	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 08:24:55 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	23-380	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/14/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	

Title: Authorize the City Manager to execute the Florida Department of Environmental Protection's (FDEP) Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of Cocoa Stormwater Improvement Projects. Approve the City Manager to execute a task order with Mead & Hunt under a continuing services contract for the design of the US1 and Forrest Ave. stormwater pond that is funded under the grant agreement with FDEP. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
0. Standard Grant Form (10.25.22)_ARPA_MN038.pdf
1.Standard Terms and Conditions (11.14.22) Grants_MN038.pdf
2. Special Terms and Conditions w-selections made_MN038.pdf
3. GWP_DWRA_Revised_CityofCocoa_MN038_Draft_v4.pdf
4. Public Records Requirements- Grants_MN038.pdf
5. Special Audit Requirements 11.8.22_MN038.pdf
6. Exhibit A_ARPA Progress Report Form (rev_5.2.22)_MN038.pdf
8. Contract Provisions SLFRF (4.14.22)_MN038.pdf
Exhibit C Payment Request Form Sample (11.14.22)_MN038.pdf
Request for Information on Projects - Application.msg
Budget Resolution FY 2023-75 ADA Compliant.pdf
BAF 23-085-A-SW-SOIRL Floating Wetlands (7-11-23) Agenda 23-377.pdf
CO Forrest US1 Stormwater Improvements Scope and Fee 041823.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2023
Agenda Date: July 11, 2023
Prepared By: Abigail Morgan, P.E., Interim Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Authorize the City Manager to execute the Florida Department of Environmental Protection's (FDEP) Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of Cocoa Stormwater Improvement Projects. Approve the City Manager to execute a task order with Mead & Hunt under a continuing services contract for the design of the US1 and Forrest Ave. stormwater pond that is funded under the grant agreement with FDEP.

BACKGROUND:

On June 21, 2022, FDEP contacted staff and notified us that there were still some ARPA funding opportunities available and requested updated cost estimates for projects with a status of Underway or Planned already in the City Basin Management Action Plan (BMAP) that specifically target stormwater treatment. On January 19, 2023, FDEP made an announcement regarding funding of selected projects for stormwater treatment in the Indian River Lagoon. Two (2) City of Cocoa projects were selected.

Task 1 of the Agreement is the design of a US 1 and Forrest Ave. Stormwater Facility. The project is related to the City of Cocoa's plan to use a dry pond in a vacant lot on the intersection of Forrest Ave. and U.S. 1. The drainage basin for this site is 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of total nitrogen (TN) and 43 lbs/yr of total phosphorus (TP). The City currently has a continuing services contract with Mead & Hunt that staff is requesting approval for the City Manager to execute a task order with Mead & Hunt for the design of this project that is funded through this grant agreement.

Task 2 of the Agreement is the construction of North Fiske Stormwater Pond Floating Wetlands. This project will include the installation of 76,800 SF of floating wetland systems at the stormwater ponds located off Michigan Ave. and north of Fiske Blvd., Bracco Pond Stormwater Facility and at other locations. The wetland systems include mats fabricated into islands with aerator pots and plants installed and anchored. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of TN and 660 lbs/yr of TP. The City currently has a multi-year contract with Beemats for floating wetlands installation. It is the intention to use this contract for the floating wetlands installation as part of this grant, however, the federal terms and conditions must be included in the contract prior to issuing a task order. Staff will bring an amendment to the Beemats contract to Council prior to proceeding with this task.

The cost reimbursable grant funding for both Tasks total $888,000.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan GOAL 9.1: The natural resources of the City's coastal planning area shall be preserved, protected or enhanced, as physically, fiscally, and practically feasible in light of impacts from sea level rise, to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation while safeguarding human life, property and public expenditures.

BUDGETARY IMPACT:

Budgeted No

There is no budgetary impact at this time.

Stormwater Utility: The 0% Match will be funded by Stormwater.
Source of Funds: Grant Source: Florida Department of Environmental Protection's Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize the City Manager to execute the Florida Department of Environmental Protection's (FDEP) Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of Cocoa Stormwater Improvement Projects. Approve the City Manager to execute a task order with Mead & Hunt under a continuing services contract for the design of the US1 and Forrest Ave. stormwater pond that is funded under the grant agreement with FDEP.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Cocoa Stormwater Improvement Projects**
Agreement Number: **MN038**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cocoa** Entity Type: **Local Government**

Grantee Address: **65 Stone St., Cocoa, FL 32922** FEID: **F59-6000292** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2026**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **City of Cocoa**

Project Description: **All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.**

5. Total Amount of Funding: **$ 888,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**TMDL, GAA Section 152, FY21-22, GR**	$ **888,000.00**
☐ State ☐ Federal	**(or) TMDL, GAA Section 152, FY22-23, GR**	$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **888,000.00**

6. Department's Grant Manager
Name: **Moira R. Homann** or successor
Address: **Florida Dept. of Environmental Protection**
2600 Blair Stone Road
Tallahassee, FL 32399
Phone: **850-245-2460**
Email: **Moira.Homann@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Connor Williams** or successor
Address: **65 Stone St.**
Cocoa, FL 32922
Phone: **(321) 433-8684**
Email: **cwilliams@cocoafl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP012**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$888,000**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Cocoa **GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. MN038

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Cocoa Stormwater Improvement Projects. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: City of Cocoa Stormwater Improvement Projects

PROJECT LOCATION: The Project will be located in the City of Cocoa within Brevard County.

PROJECT BACKGROUND: In 2021, DEP updated the Basin Management Action Plans (BMAPs) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon, Central Indian River Lagoon, and the Banana River, requiring nutrient load reductions of nitrogen and phosphorus. On January 19, 2023, Governor Ron Desantis announced nearly $20 million to support water quality improvement projects along the Indian River Lagoon (IRL). The projects will help collect stormwater runoff and treat it to reduce the amount of pollutants and nutrients that enter the IRL.

PROJECT DESCRIPTION: All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project for Task 1, so this Agreement will cover a portion of the work.

The Grantee anticipates that the funding under this Agreement will result in a fully completed project for Task 2, so this Agreement will cover the entirety of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

TASK 1

TASK TITLE: Design of US 1 and Forrest Ave. Stormwater Facility

TASK LOCATION: Drainage basin off US 1 near Forrest Ave. located within the City of Cocoa in Brevard County (28°22'9"N, 80°44'4"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION: This scope is for the design of the US 1 and Forrest Ave. Stormwater Facility Project. The project is related to the City of Cocoa's plan to use a dry pond in a vacant lot on the intersection of Forrest Ave. and U.S. 1. The drainage basin for this site is 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of TN and 43 lbs/yr of TP. The City also has concerns with infiltrating waters near the site causing damage to roadways. This project includes the installation of a Bioactivated Media (BAM) underdrain filtration system to improve the quality of runoff from its adjacent drainage basin off US 1 near Forrest Ave. as well as reduce infiltration in the immediate area.

Task 1a: Design and Permitting

Deliverables: The Grantee will complete the design of the dry retention pond and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a copy of the design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 1 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
1b	Design and Permitting	$120,000	10/12/2023	07/08/2024
Total		$120,000		

TASK 2

TASK TITLE: North Fiske Stormwater Pond Floating Wetlands

TASK LOCATION: **S**tormwater ponds located off Michigan Ave. and north of Fiske Blvd. within the City of Cocoa in Brevard County (28°22'57"N, 80°43'37"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION:. This project will include the installation of 76,800 SF of floating wetland systems at the stormwater ponds located off Michigan Ave. and north of Fiske Blvd., Bracco Pond Stormwater Facility and at other locations. The wetland systems include mats fabricated into islands with aerator pots and plants installed and anchored. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of TN and 660 lbs/yr of TP.

Task 2a: Construction

Deliverables: 76,800 square feet of floating treatment wetlands constructed as described in this task.

Documentation: The Grantee will submit: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) signed acceptance of the completed work by the Grantee; and, 3) signed statement from an Environmental Scientist indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 2 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
2a	Construction of Floating Wetlands	$768,000	10/01/2023	03/31/2024

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	City of Cocoa Stormwater Improvement Projects	Contractual Services	$120,000	10/12/2023	07/08/2024
2	North Fiske Stormwater Pond Floating Wetlands	Contractual Services	$768,000	10/01/2023	03/31/2024
		Total:	$888,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$888,000	085182
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$888,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, 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.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___Agreement No.___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

SAMPLE

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

   The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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SAMPLE

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

SAMPLE

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

SAMPLE

RESOLUTION NO. 2023-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-085-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 06/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	423-0000-338.10-05	SW23FW	Shared Rev BC SOIRL	$ 0	$ 0	$ 50,000	$ 0
($ 50,000)	423-0000-389.99-50	SW23FW	Fund Balance Reserves	$ 0	$ 0	($ 50,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accept shared revenue and replenish Fund Balance, for the installation of floating wetlands through the SOIRL cost-share funding ILA (SOIRL 23-231) between Brevard County and the City.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** _____ **RESOLUTION #:** 2023-075

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

Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:49:50 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:50:12 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.06.19 10:20:31 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.20 15:50:46 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

April 18, 2023

Abigail Morgan, P.E., Env. Spec.
Public Works Assistant City Engineer
City of Cocoa
Public Works
155 North Wilson Avenue
Cocoa, FL 32922

Email: amorgan@cocoafl.org
Hard Copy Mailed Only on Request

Subject: U.S. HIGHWAY NO. 1 / FORREST AVENUE STORMWATER TREATMENT FACILITY SCOPE OF SERVICES AND FEE ESTIMATE

Dear Ms. Morgan:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. We have enjoyed previously assisting the City with this project including conceptual design during the U.S. Highway No. 1 widening by FDOT, borrow pit design for fire station development and incorporation of the in project into the ten-year stormwater project plan. We look forward assisting the City in the remaining work to have this project come to fruition. The scope includes design and permitting services. Bidding and construction phase services will be proposed in a separate later proposal.

We look forward to the opportunity to complete another successful project for the City of Cocoa. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Tyler Brynfleck, P.E.
Project Manager

David King, P.E.
Vice President

TB/DAK:bf

Enclosures: Scope of Services, Fee Estimate

CITY OF COCOA
SCOPE OF SERVICES
FOR
U.S. HIGHWAY NO. 1/FORREST AVENUE STORMWATER TREATMENT FACILITY

This Task Order is in conformance with the Agreement for General Civil Engineering Services Q-23-01-COC-C1 dated March 30, 2023, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the contract.

GENERAL

This scope of services provided to the CITY includes the design and permitting assistance services for stormwater treatment improvement to the former motel property at U.S. Highway No. 1 (US1) and Forrest Avenue which was acquired by the Florida Department of Transportation (FDOT) and transferred to the CITY.

BASIS OF DESIGN

The project includes the following improvements that were previously planned for as Project WQ-10 72" Outfall Baseflow Capture/Treatment in the August 2019 Stormwater 10-Year Work Plan (Work Plan), consisting of:

1. Development of a dry retention facility to treat runoff from the adjacent US1 collection/conveyance system via piping that was installed with the US1 widening project, additional +/-460 feet of new piping along east side of US1 and a weir in an existing structure on the west side of US1. The dry retention area will be equipped with a biosorption activated media (BAM) filter bottom with underdrain system and liner to provide for nutrient removal and management of filtrate so not to induce additional groundwater flow towards to Indian River Drive and the Indian River shoreline which has been subject to erosion/settlement issues due to ground water flow/seepage.

2. Related work such as landscaping and irrigation.

The construction cost was estimated at $928,750 in the Work Plan.

SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT'S Project Manager (PM) will manage the project staff, administer services, attend meetings, and conduct QA/QC activities for all work products, including:

1. Project coordination, monthly status reports, and invoices.

2. MEAD & HUNT will control the quality of work products delivered to the CITY by implementing a quality assurance and control process, which includes:
    a. Independent technical review by technical experts to review alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, conflicts, etc.
    b. Independent review of each technical work product before its submission to the CITY

PHASE 2 – FIELD INVESTIGATION, SURVEY, GEOTECHNICAL AND SUBSURFACE UTILITY ENGINEERING:

Survey

MEAD & HUNT will utilize a surveying and mapping company to provide right-of-way and topography, and readily available utility location information for the survey product for the project.

Site Visits and Investigation

MEAD &HUNT will visit the project site to verify existing conditions and requisite modifications to accommodate improvements. MEAD & HUNT will also coordinate with FDOT for the collection of pertinent US1 data including the US1 widening as-builts.

Subsurface Utility Engineering (SUE)

MEAD & HUNT will provide the following Level “D”, “C” and “B” Utility Locating services:

1. Quality Level “D”/Utility Records Research
    a. Contact Sunshine One Call and register a design ticket.
    b. Collect utility contact information from Sunshine One Call.
    c. Request utility information in writing (electronic or US Mail) from the utility companies, including utility record drawings and/or plan markups.
    d. Conduct cursory field review to ascertain evidence of any additional utilities.
2. Quality Level “C”/Utility Mapping
    a. Utilize survey subconsultant to collect information on visible above ground utility features and accessible gravity flow utility pipe and invert information.
    b. Correlate and compare collected information with Quality Level “D” information to estimate the utility locations using simple logic.
3. Quality Level “B”/Utility Designating
    a. In conjunction with an excavation locate ticket (for geotechnical explorations, etc.), designation of underground utilities by utility or contracted locator.
    b. Utilize survey subconsultant to collect utility designations and/or conduct field review and collect utility designations using measurements from visible features.
    c. Correlate and compare collected information with Quality Level “D” and “C” information.

PHASE 3 – PROJECT DESIGN

60% Design Development

MEAD & HUNT will develop 60% plans and specifications that reflect the proposed improvements. The CITY standard front-end contract documents will be used and coordinated with the MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review and a meeting will be held at the end of the CITY review.

90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include drawings, technical specifications, and the 90% EOPCC. Two (2) copies of the submittal package will be provided to the CITY. A comment/response log will be included with the submittal to document how the CITY comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review within two (2) weeks, and a meeting will be held at the end of the CITY review.

100% Design Development

Based on the CITY's 90% review comments, discussions at the 90% review meeting and permitting RAIs/responses, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

PHASE 4 – PERMITTING

Upon 90% design, MEAD & HUNT will complete the following permitting work:

1. Schedule and attend a preapplication meeting with St Johns River Water Management District (SJRWMD) and FDOT to discuss the aspects of the project and receive feedback on any permitting obstacles.
2. Prepare a stormwater design report which will address the design and operation of the stormwater treatment facilities, including estimated annual nitrogen and phosphorus pollutant load reductions utilizing BMPTrains software.

3. Prepare and submit a SJRWMD Environmental Resource Permit (ERP) permit application and FDOT Right-of-Way Utilization/Drainage permit application with supporting information with copies to CITY.
4. Respond to one (1) request for additional information from SJRWMD and FDOT for each application with copy to CITY.
5. Review received permits for accuracy.

EXCLUSIONS AND ASSUMPTIONS

This scope of services excludes all items not specifically described herein, including but not limited to the following:

1. Grant/loan acquisition services – Can be provided by amendment if requested
2. City site plan permitting – Assumed not to be required
3. Bidding phase services – To be addressed in later proposal
4. Construction phase services – To be addressed in later proposal
5. Contaminated soil/groundwater efforts due to no known issues
6. Property/easement acquisition assistance

SCHEDULE

MEAD & HUNT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon	Cumulative Duration
Phase 1 - Project Management & Meetings	*350 days (est.)*	*Receipt of notice to proceed*	-
Phase 2 – Field Investigation/Survey/SUE	*90 days*	*Receipt of notice to proceed*	-
Phase 3 - Project Design			
60% Design	*115 days*	*Receipt of notice to proceed*	*115*
90% Design	*115 days*	*Receipt of additional survey/comments on 60% Design deliverable*	*230*
Phase 4 – Utility Coordination	*30 days*	*60% Design deliverable submittal (concurrent with 90% design)*	-
Phase 5 - Permitting	*90 days*	*Approval of 90% design documents*	*320*
Phase 6 – Final Design	*30 days*	*Receipt of comments on 90% Design deliverable/permits*	*350*

The above timeframes include CITY and agency review.

COMPENSATION

MEAD & HUNT shall complete the above services for a total price of **$141,126** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase/Task	Fee/Cost	Basis
Phase 1 - Project Management & Meetings	*$12,648*	*Lump Sum*
Phase 2 – Field Investigation/Survey/SUE	*$11,279*	*Lump Sum*
Phase 3 – Project Design	*$58,446*	*Lump Sum*
Phase 4 – Utility Coordination	*$1,253*	*Lump Sum*
Phase 5 - Permitting	*$28,136*	*Lump Sum*
Phase 6 – Final Design	*$6,494*	*Lump Sum*
Phase 7 –Subconsultants/Reimbursables	*$22,870*	*Time & Expense*
Total	***$141,126***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may need to be modified by MEAD & HUNT.

Accepted by: CITY OF COCOA	Approved by: MEAD & HUNT, INC.
By: _____	By: 
Name: _____	Name: David King, PE
Title: _____	Title: Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.	
Date: _____	Date April 18, 2023

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND

SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

CITY OF COCOA
U.S. HIGHWAY NO. 1 / FORREST AVENUE STORMWATER TREATMENT FACILITY
COCOA FL
ESTIMATED MANHOUR SCHEDULE
April 18, 2023

Phase	Description	Senior Associate, Principal	Engineer II	Engineer I	Technician III	Technician II	Clerical	Total Task ($)
	Hourly Rate	$ 201.00	$ 142.00	$ 124.00	$ 127.00	$ 112.00	$ 75.00	See Below
1	**Project Management**	48	0				40	$ 12,648.00
	Subtotals	**48**	**0**	**0**	**0**	**0**	**40**	**$ 12,648.00**
2	**Preliminary Design**							
	Quality Level "B", "C" and D" Utility Designationg, Mapping and Records Research	1	6	12	6	6	2	$ 4,125.00
	Topographic survey and geotechnical evaluation	2	6	4	2	4	3	$ 2,677.00
	Site visits and investigation	4	16	12	8	0	2	$ 5,730.00
	Subtotals	**7**	**28**	**28**	**16**	**10**	**7**	**$ 12,532.00**
3	**Project Design**							
	Prepare and submit 60% documents for review by the City	8	32	8	108	4	16	$ 22,508.00
	Respond to City comments on 60% submittal and meeting	6	8	6	0	0	4	$ 3,386.00
	Prepare and submit 90% documents for review by the City	8	24	8	72	4	16	$ 16,800.00
	Respond to City comments on 90% submittal and meeting	6	8	4	2	0	2	$ 3,242.00
	Prepare and submit 100% deliverables incl plans, specs and EOPCC for bidding	4	16	0	48	4	16	$ 10,820.00
	Prepare correspondence, deliverables at 60%, 90% and final	6	8	2	0	4	16	$ 4,238.00
	Prepare signed/sealed Final Design documents	4	16	4	0	2	2	$ 3,946.00
	Subtotals	**42**	**112**	**32**	**230**	**18**	**72**	**$ 64,940.00**
4	**Permitting**							
	Prepare/Submit SJRWMD ERP Application	2	4	40	0	16	8	$ 8,322.00
	Prepare Stormwater Design Report	4	8	30	16	2	4	$ 8,216.00
	Respond to SJRWMD's Requests for Additional Information (RAI), One(1) anticipated	2	4	4	4	8	2	$ 3,020.00
	Prepare/Submit FDOT Utility Permit	2	4	20	0	16	8	$ 5,842.00
	Respond to one(1) FDOT Requests for Additonal Information (RAI) as requested	2	2	4	4	8	2	$ 2,736.00
	Subtotals	**12**	**22**	**98**	**24**	**50**	**24**	**$ 28,136.00**
	TOTAL ALL TASKS	**109**	**162**	**158**	**270**	**78**	**143**	**$ 118,256.00**
							Lump Sum Total	**$ 118,256.00**
5	**Subconsultant/Reimbursables Breakdown:**						Subs/Reimbursables	$ 22,870
	Description	Amount					Contingency	$ -
	Route and Vacant Lot Survey by Kugelman Surveying ($6,594) plus contingency (30%) allowance	$ 8,570.00					**GRAND TOTAL**	**$ 141,126**
	Geotechnical Investigation allowance	$ 3,500.00						
	Landscape Architect Allowance	$ 8,000.00						
	Permit Application Fees (ERP $1,800)	$ 1,800.00						
	Printing/Reproduction allowance	$ 1,000.00						
	Total	**$ 22,870.00**						

Legislation Details (With Text)

File #:	23-381	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/14/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF # 23-091-T, to change ARPA/SLFRF allocations, to purchase information technology critical infrastructure. This item is confidential and not for public release per FS 119.0725.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BAF 23-091-T-IT-ARFFA (7-11-23) Agenda 23-381.pdf Budget Resolution FY 2023-072 ADA Compliant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2023
Agenda Date: July 11, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF # 23-091-T, to change ARPA/SLFRF allocations, to purchase information technology critical infrastructure.

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

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

FY 2023

Amount Requested: ($31,825)
From Account Number/Project Number: 130-1600-513.56-15/AR4LAP
Account Name: IT Related Operating

Amount Requested:	$31,825
To Account Number/Project Number:	130-1203-516.64-15/ARFFW
Account Name:	Machinery and Equipment

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF # 23-091-T, to move ARPA/SLFRF allocations, to purchase information technology critical infrastructure.

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

City of Cocoa Budget Adjustment Form FY 2023 - 23-091-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1203 | DATE PREPARED: 06/20/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 31,825)	130-1600-513.56-15	AR4LAP	TECHNOLOGY SYSTEMS / IT-RELATED (	$ 0	$ 130,000	$ 98,175	$ 76,642
$ 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
($ 31,825)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,825	130-1203-516.64-15	ARFFW	MACHINERY & EQUIPMENT / IT HARDWA	$ 0	$ 248,459	$ 280,284	$ 1
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 31,825	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds to purchase critical IT infrastructure. Agenda 23-381

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: _____ RESOLUTION #: 2023-072

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

6/20/23	Digitally signed by 9065ae26-206b-4252-a989-6f166c87abf9 Date: 2023.06.20 14:26:01 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.22 10:20:05 -04'00'			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/20/23	Digitally signed by 9065ae26-206b-4252-a989-6f166c87abf9 Date: 2023.06.20 14:26:14 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.22 10:20:49 -04'00'			
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 12/8/22 - IT

RESOLUTION NO. 2023-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	23-385	**Version:**	1	**Name:**	Agreement to Purchase Neptune Meters and related equipment from Ferguson Enterprises for FY24
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/16/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY24 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4th Amendment Partially Executed.pdf Resolution_Waive_Comp_Bid_Ferguson.pdf Fully Executed_Master Agreement for Water Meter & Meter Reading Equipment Purchases.pdf Sunstate Ownership Change Notice Letter 10-25-21.pdf Ferguson-Sunstate Amendment 001.pdf Ferguson-Sunstate Amendment 002.pdf 3rd Amendment Renewal Ferguson Waterworks.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2023
Agenda Date: July 11, 2023
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
To Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY24 Budget.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the Neptune authorized distributor and reseller, Ferguson Enterprises LLC (formerly Sunstate Meter and Supply) since the early 1990's. Water meters are stocked at the warehouse until the Utilities

Department withdraws the necessary hardware at which time it is charged to the appropriate repair and maintenance account.

Replacement of water meters, ancillary equipment and other ancillary hardware is vital to utility water consumption reads and billing that generate revenue for the Utility Fund. The City has standardized the use of Neptune meters and Ferguson Enterprises LLC is the only authorized dealer of Neptune meters in Florida. Staff is requesting approval of a Resolution to Waive Competitive Bid to allow purchases from Ferguson Enterprises LLC throughout FY24. Other meter and ancillary equipment purchases are done utilizing this Exemption to Competitive Bid on separate purchase orders that do not exceed the City Manager's approval authority.

To reduce the amount of purchase orders required for purchase of meters and ancillary equipment throughout the year, the staff is requesting approval to issue a Blanket Purchase Order for warehouse stock as well as individual Purchase Orders for specific projects Ferguson Enterprises LLC. Total purchase for FY24 are estimated at $1,900,000 for FY24. This increase from the prior year is due to a combination of the 3% increase in product cost, as well as the increasing number of new connections..

The meters support the City's ability to transition to an automated meter reading program in the future. The Inventory Warehouse issues the meters to the Water Field Operations Division (WFO) as the meters are needed. WFO budgets for meter replacements each year in the Adopted Budget. Should FY24 purchases under the blanket purchase order exceed the amount requested, a change order to add funds will be presented to City Council for additional purchasing authority. Should the cost of the meters issued to WFO from the Inventory Warehouse exceed WFO's approved budget, a Budget Amendment Form will be either approved by the City Manager if within his approval authority) or be brought to City Council for approval. Through use of a Blanket Purchase Order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Upon Adoption of the FY24 Budget
If not budgeted, is amendment/transfer attached?	No

Amount Requested	Up to $1,900,000 FY24
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from authorized distributor and reseller, Sunstate Meter and Supply Inc.

Purchase of the meters from Sunstate Meter and Supply Inc. have been approved by the City Council through use of a piggyback agreement or approval of Exemption to Competitive Purchase in the years subsequent to 1996.

City Council approved a Master Agreement for Water Meter and Meter Reading Equipment Purchase on October 8, 2020 via agenda item # 20-679 for one year through August 16, 2021 with Sole Source Resolution #2020-217.

On September 13, 2021, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,500,000 for FY22.

On July 12, 2022, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,6500,000 for FY23.

RECOMMENDED MOTION:

To Approve an Addendum to extend the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY24 Budget

powered by Legistar™

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

June 15th, 2023

Ferguson Enterprises LLC dba Ferguson Waterworks
7800 Ellis Rd
Melbourne, FL 32904-1517

Reference: Master Agreement for Water Meter and Meter Reading Equipment Purchases

The Master Agreement for Water Meter and Meter Reading Equipment Purchases expires on August 15, 2023. The City of Cocoa would like to renew the contract for the 3rd of three renewal options available under the contract terms, for an additional 12-month period at the same terms and conditions. Please complete the attached 4th Amendment to Purchase Agreement form if, your organization agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please contact Diane Kozlak, dkozlak@cocoafl.gov. Please return the executed Amendment to Purchase Agreement form via email to the email address listed above at your earliest convenience to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Sr Buyer and Contracts Agent

CC: Brian Dale, Purchasing Manger

Encls

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA

4th AMENDMENT TO PURCHASE AGREEMENT

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

FERGUSON ENTERPRISES, LLC DBA FERGUSON WATERWORKS #751

CONTRACT NO. #EX-2021-01-COC

This fourth (4th) Amendment to purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made between the City of Cocoa and Ferguson Enterprises, LLC DBA Ferguson Waterworks #751, 7800 Ellis Road, Melbourne, FL 32904-1517.

The agreement entered on October 13, 2020, is hereby amended to renew for the third renewal option available under the original contract for twelve (12) additional months, commencing on August 16, 2023, and terminating on August 15, 2024.

The agreement is further amended to accept a product pricing increase attached herein as EXHIBIT A.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

FERGUSON WATERWORKS

By: Todd A. Coller
(Name) Printed

Branch Manager
(Title)

Todd Coller 6/14/23
Signature Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT A

City of Cocoa - 8/16/23 - 8/15/24

Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase

Warehouse Inventory #	Part Number	Item Description	2023-24 Unit Price
		5/8"x3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 132.50
673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 204.64
673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 204.64
		5/8"x3/4" T10 PB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 246.50
		3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 180.00
	ED2D21RPWG11S2596	3/4" T10 BB Meter W/R900i Gallon Register	$ 231.96
	ED2D21RPWG11S2597	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 231.96
		3/4" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 285.00
		1" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 255.00
673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 308.76
673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 308.76
		1" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 360.00
		1-1/2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 540.00
673-008-00007	ED2H11RPWG11S2596	1-1/2" T10 Flanged Meter W/R900i Gallon Register	$ 541.24
673-008-00017	ED2H21RPWG11S2596	1-1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 541.24
		1 1/2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 620.00
		2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 690.00
673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 707.22
673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 707.22
		2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 795.00
		4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 8,815.65
	EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 8,975.13
		6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 14,424.20
	EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,616.08
		8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 18,144.08
	EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 18,234.08
		10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 22,572.21
	EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 22,662.21
	53120-000	2" Bronze Flanged Meter Strainer	$ 452.32
	53107-000	3" Bronze Flanged Meter Strainer	$ 821.38
	53107-100	4" Bronze Flanged Meter Strainer	$ 1,431.84
	52000-201	6" Bronze Flanged Meter Strainer	$ 2,161.51
	52000-304	8" Bronze Flanged Meter Strainer	$ 3,626.40
	52000-402	10" Bronze Flanged Meter Strainer	$ 5,733.65
	53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,454.64
	53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,766.32
	53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 9,715.46
	53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$ 12,513.40
		5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 188.66
		5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 301.49
		5/8"x3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 345.75
		3/4" Mach 10 Meter W/ Pigtail	$ 211.00
		3/4" Mach 10 Meter W/ R900i Gallon Register	$ 320.00
		3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 360.00
		1" Mach 10 Meter W/ Pigtail	$ 251.55
		1" Mach 10 Meter W/ R900i Gallon Register	$ 363.92
		1" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 416.75

		1 1/2" Mach 10 Meter W/ Pigtail	**$ 631.19**
		1 1/2" Mach 10 Meter W/ R900i Gallon Register	**$ 743.30**
		1 1/2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 849.45**
		2" Mach 10 Meter W/ Pigtail	**$ 771.09**
		2" Mach 10 Meter W/ R900i Gallon Register	**$ 883.65**
		2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 985.60**
		3" Mach 10 Meter W/ Pigtail - 12" Length	**$ 2,595.64**
		3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	**$ 2,721.65**
		3" Mach 10 Meter W/ Pigtail - 17" Length	**$ 2,595.64**
		3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	**$ 2,721.65**
		4" Mach 10 Meter W/ Pigtail - 14" Length	**$ 3,376.86**
		4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	**$ 3,482.24**
		4" Mach 10 Meter W/ Pigtail - 20" Length	**$ 3,376.86**
		4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	**$ 3,482.24**
		6" Mach 10 Meter W/ Pigtail - 18" Length	**$ 5,650.52**
		6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	**$ 5,773.20**
		6" Mach 10 Meter W/ Pigtail - 24" Length	**$ 5,650.52**
		6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	**$ 5,773.20**
		8" Mach 10 Meter W/Pigtial	**$ 9,268.92**
		8" Mach 10 Meter W/R900i Gallon Register	**$ 9,374.07**
		10" Mach 10 Meter W/Pigtial	**$ 12,434.58**
		10" Mach 10 Meter W/R900i Gallon Register	**$ 12,577.32**
		12" Mach 10 Meter W/Pigtial	**$ 15,387.00**
		12" Mach 10 Meter W/R900i Gallon Register	**$ 15,507.00**
		Any Size/Model ProCoder Pit Style Gallon Register	**$ 72.16**
		Any Size/Model ECoder Pit Style Gallon Register	**$ 82.47**
		Any Size/Model Pit Style R900i Gallon Register	**$ 170.10**
		Any Size/Model ProCoder R900i Register W/FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 212.50**
673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	**$ 170.10**
673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	**$ 170.10**
673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	**$ 170.10**
673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	**$ 170.10**
673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 170.10**
673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 170.10**
		R900 Wall MIU - 25' Cable	**$ 113.40**
		R900 Pit MIU - 6' Cable W/Pit Lid Antenna	**$ 123.71**
673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	**$ 26.80**
		R900 Pit Lid Antenna - 20'	**$ 30.93**
		R900 - FirstNet Cellular Wall MIU - 6' Cable	**$ 113.40**
		R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	**$ 123.71**
		R900 - FirstNet Cellular Pit MIU W/External Antenna	**$ 154.64**
		R900 - First Net Pit Style External Antenna Only	**$ 30.93**
		R900 Belt Clip Transceiver v3.0	**$ 5,925.00**
		MRX920v4 Mobile Data Collector	**$ 10,950.00**
		MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	**$ 210.00**
		MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	**$ 125.00**
		R900 Gateway V4 Fixed Network Data Collector	**$ 9,475.00**
		R900 Gateway 150W Solar Panel Assembly	**$ 3,465.00**
		R900 Gateway UPS Outdoor Power System Assembly	**$ 2,570.00**
		R900 Gateway antenna	**$ 400.00**
		Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	**$ 0.67**
		Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	**$ 0.54**
		Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	**$ 1.87**
		Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	**$ 1.20**
		Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	**$ 6.65**
		Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	**$ 5.76**

		Neptune 360 Advanced Set-Up Fee (one-time fee)	**$ 3,615.00**
		Neptune 360 Additional Remote Training (4-hour training window)	**$ 840.00**
		Neptune 360 On-Site Training (8 hours)	**$ 1,700.00**
		Neptune 360 Professional Services (per hour fee)	**$ 440.00**

All parts per current published parts price list - Receive 20% Discount from published price.

Pricing Term: 8/16/23 - 8/15/24

Ferguson Waterworks - #751
7800 Ellis Road, Melbourne, Fl. 32904
Contact: Ben Jacobs - AmR/AMI Specialist
Cell Phone: 561-386-8541
Email: benjamin.jacobs@ferguson.com

RESOLUTION NO. 2023-068

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 11th day of July, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-068

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Water Meter and Meter Reading Equipment from Ferguson Waterworks #3648., 14001 W. Newberry Road, Newberry, FL.

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.

_____

Stockton Whitten
City Manager

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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

1.0 TERM, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase Orders approved hereunder.

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

c. "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.2 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Seller shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

6.0 INDEPENDENT CONTRACTOR

6.1 At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

7.0 NO JOINT VENTURE

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

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

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

10.0 DRAFTING

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

11.0 NOTICE

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

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

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

12.0 SOVEREIGN IMMUNITY

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

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

14.3 General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

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

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

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

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

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18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "***Uptime Commitment***"), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

(c) Seller shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Seller from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

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

CITY:
CITY OF COCOA *

By: _____

Print Name/Title: Stockton Whitten, City Manager

Date: 10/13/2020

SELLER:

By: _____

Print Name/Title: Keith Ellenburg

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

ATTEST:

By: _____
City Clerk

THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

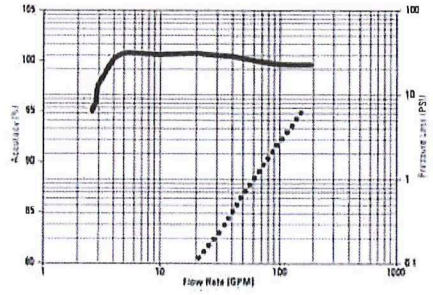
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

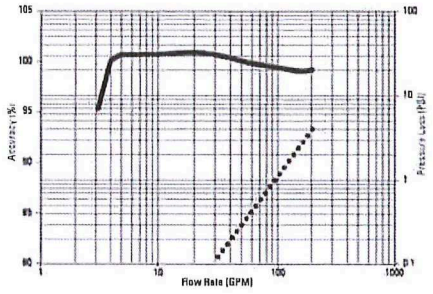
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

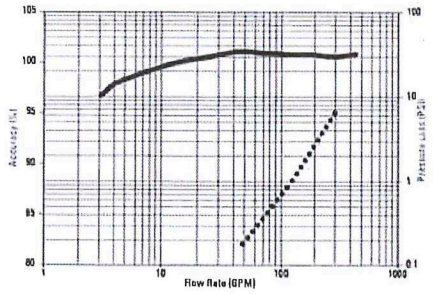
1½" Accuracy



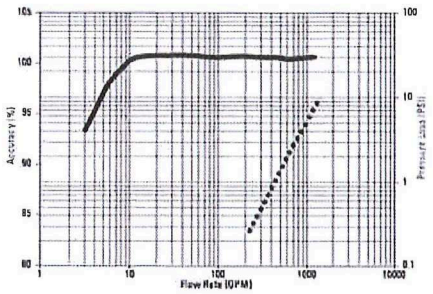
2" Accuracy



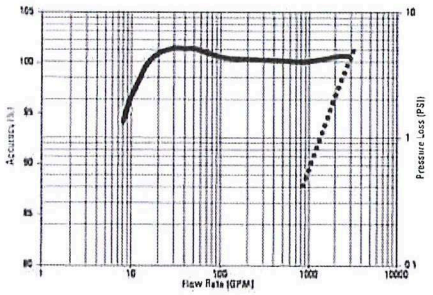
3" Accuracy



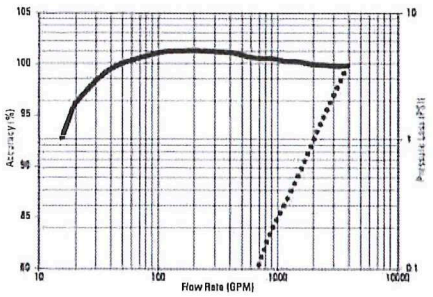
4" Accuracy



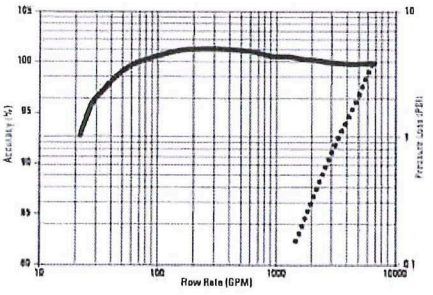
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

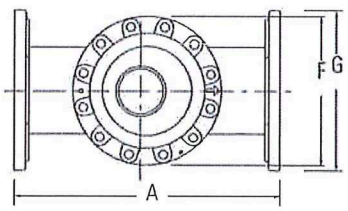
These charts show typical meter performance. Individual results may vary.

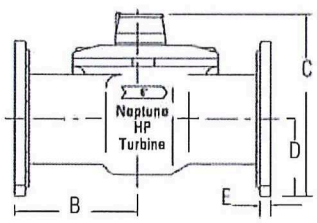
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	In (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE
TECHNOLOGY GROUP

#winyourday
neptunetg.com

Neptune Technology Group
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ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE
TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

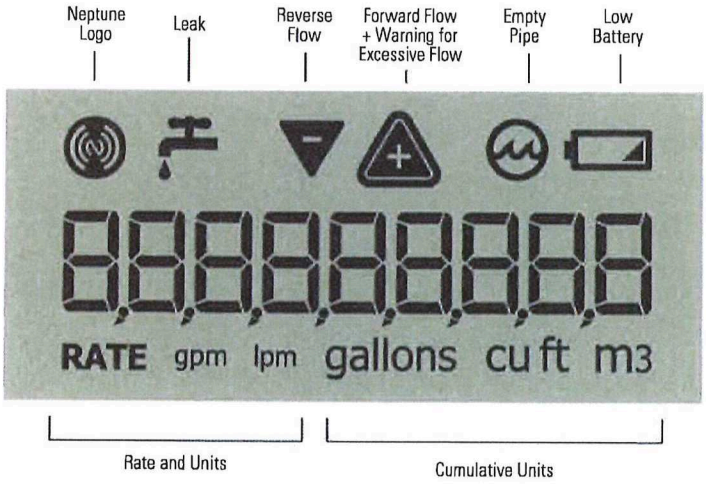
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 3/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 13/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

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NEPTUNE TECHNOLOGY GROUP

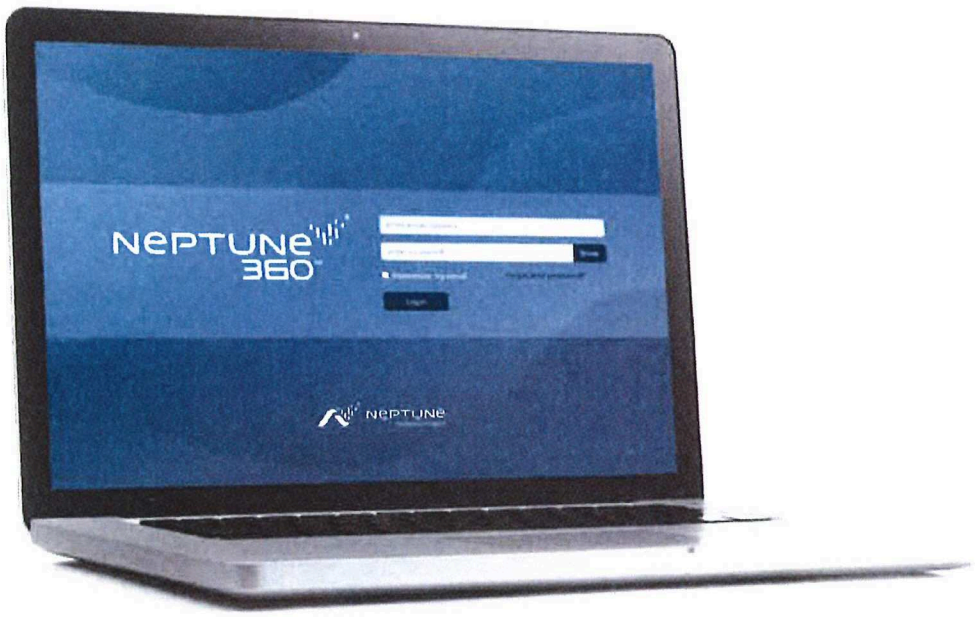
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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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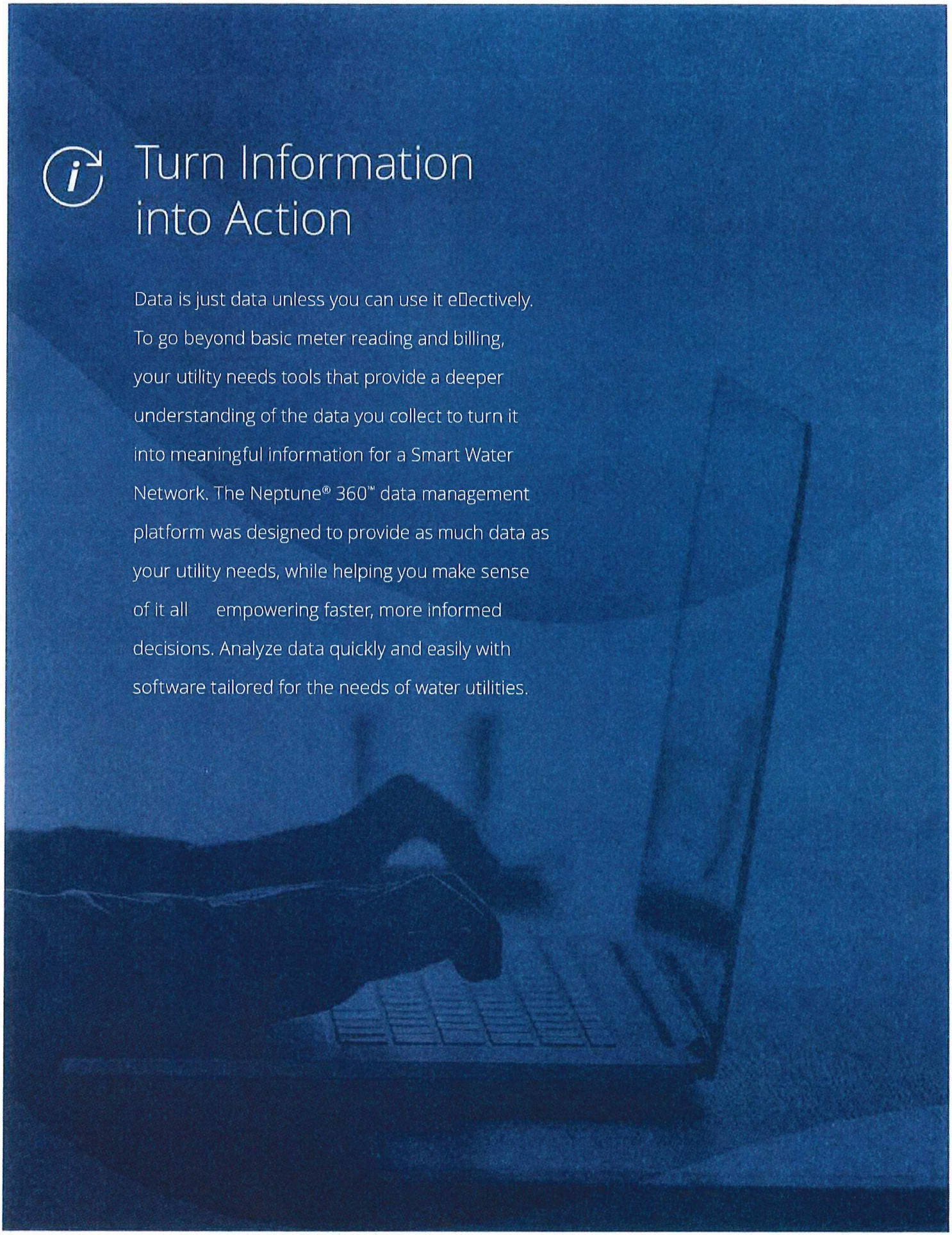
Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group



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TECHNOLOGY GROUP

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Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.





Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



METERS MATTER

Stream critical actionable data right into Neptune® 360™.



WALK-BY DATA

Sync collected data easily.



FUTURE PROOF AMI

Connect AMI network data.



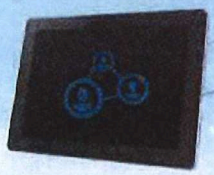
MOBILE

Incorporate mobile data collection



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



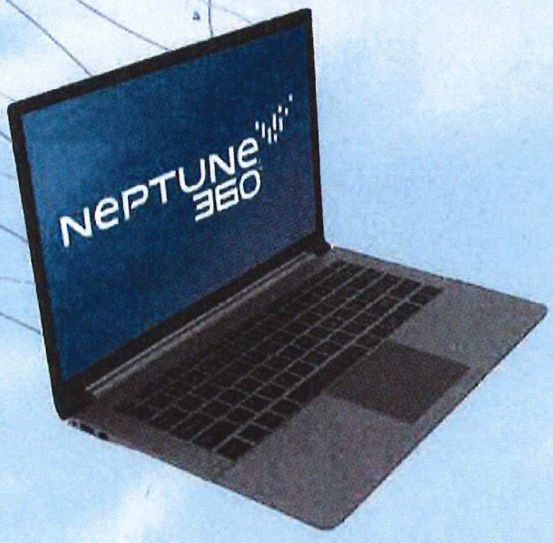
THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.



+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

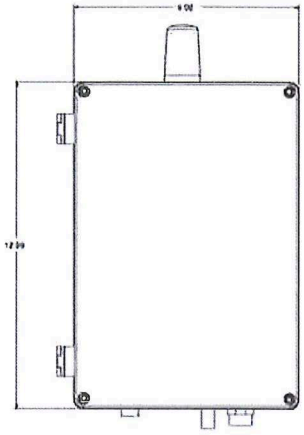
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

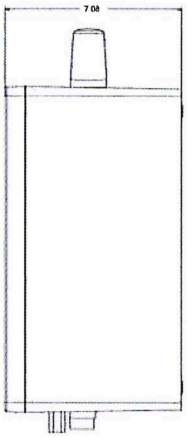
Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

Magnetic-driven, low-torque registration ensures accuracy

Impact-resistant register

High-resolution, low-flow leak detection

Bayonet-style register mount allows in-line serviceability

Tamperproof seal pin deters theft

Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

Made from lead free, high-copper alloy

NSF/ANSI 372, NSF/ANSI 61

Lifetime guarantee

Resists internal pressure stresses and external damage

Handles in-line piping variations and stresses

Lead free, high-copper alloy provides residual value vs. plastic or composite

Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

Positive displacement

Widest effective flow range for maximum revenue

Proprietary polymer materials maximize long-term accuracy

Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application
- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure
- 150 psi (1034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- 5/8", 5/8" x 3/4"
- 3/4", 3/4" SL, 3/4" x 1"
- 1", 1" x 1¼"

Units of Measure:
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: bronze box and cover (standard)

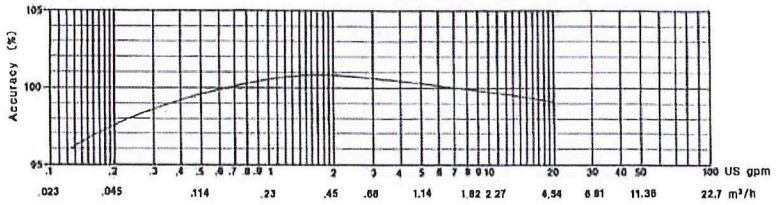
Remote Reading:
- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps
- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

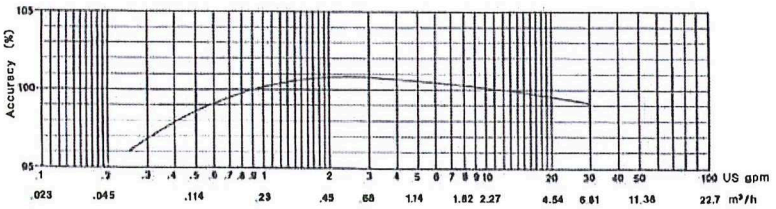
Connections
- Lead free, high-copper alloy, straight or bent

Environmental Conditions
- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

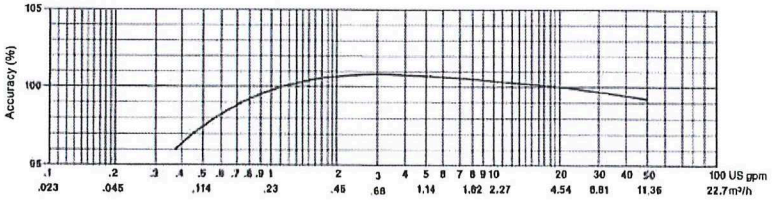
5/8" ACCURACY



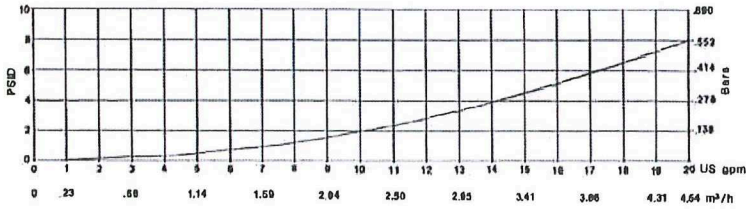
3/4" ACCURACY



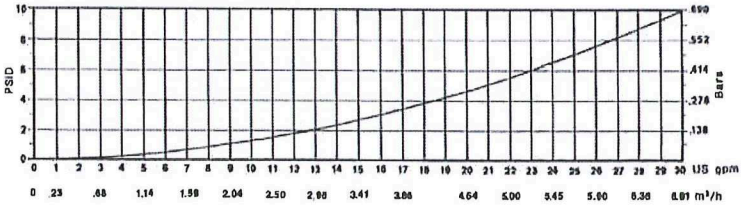
1" ACCURACY



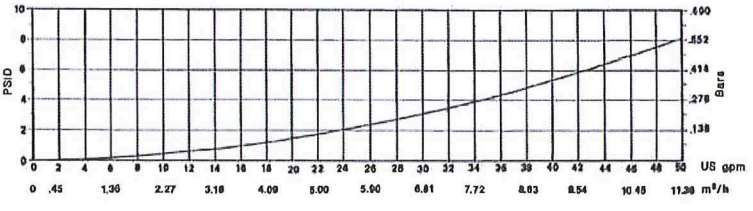
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

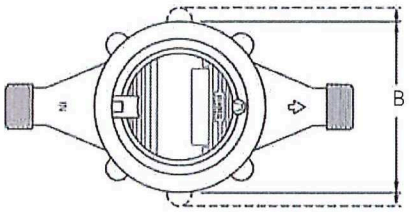


1" PRESSURE LOSS

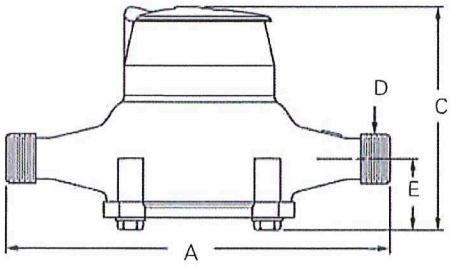


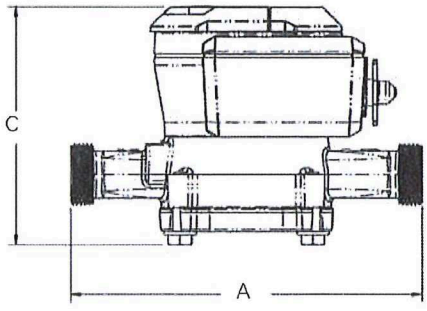
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	⅛ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	⅜ US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	¾" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**¾" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**¾" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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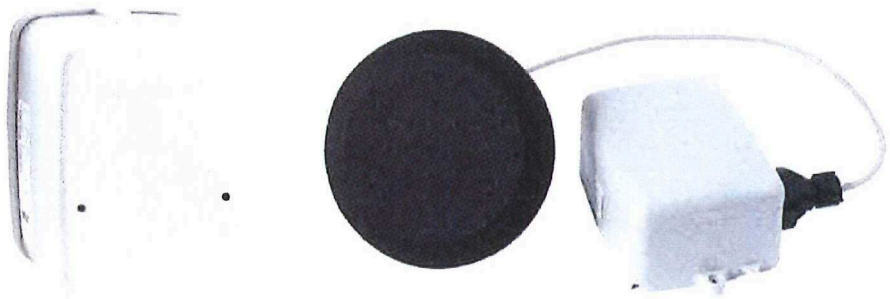
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Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

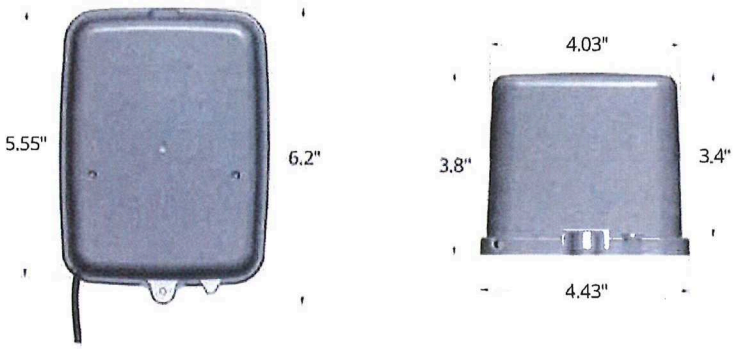
- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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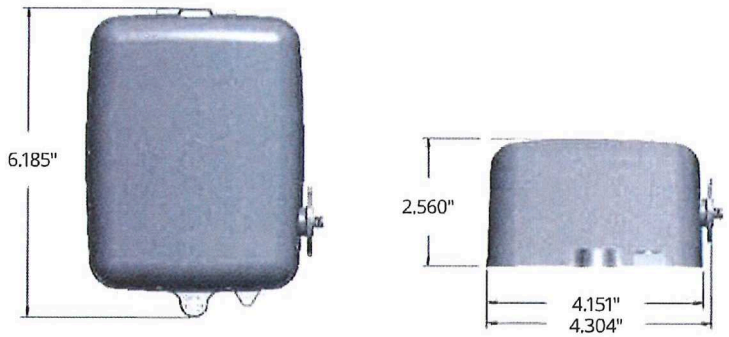
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Dimensions

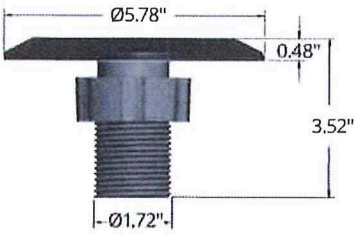
Wall MIU



Pit MIU



CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

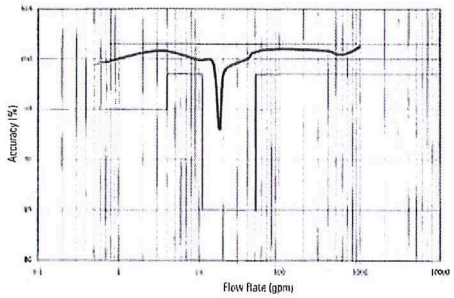
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

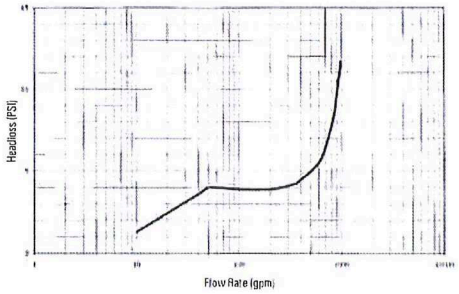
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

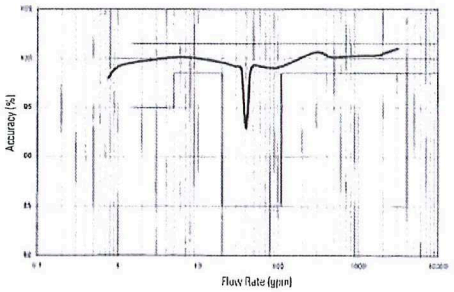
4" Accuracy



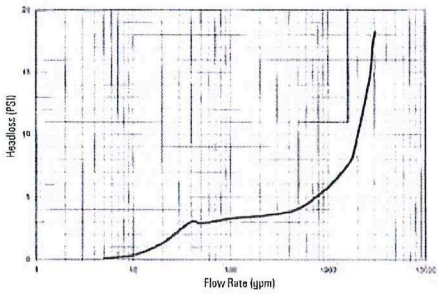
4" Headloss



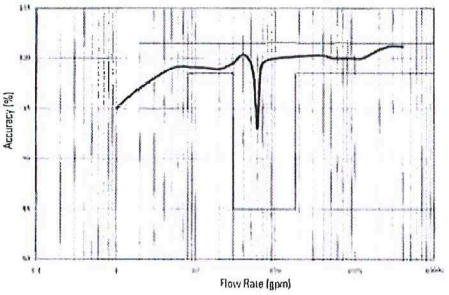
6" Accuracy



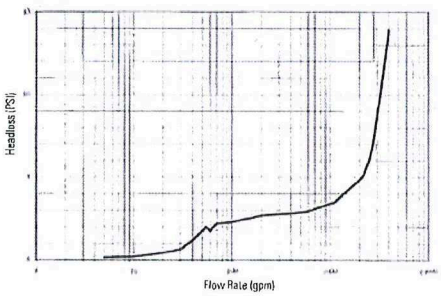
6" Headloss



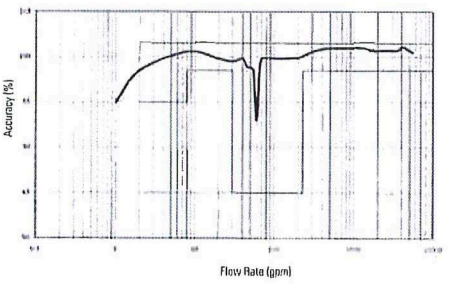
8" Accuracy



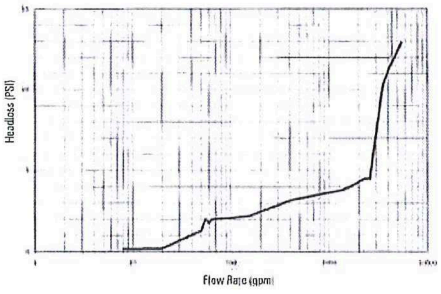
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

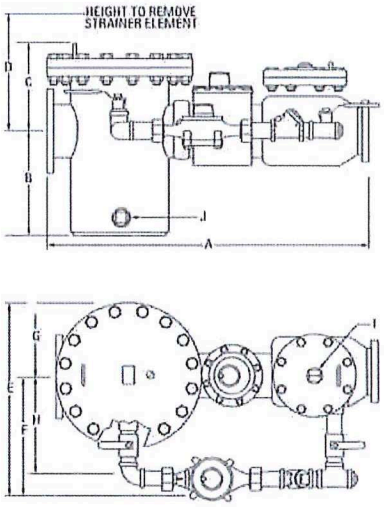
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				



Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				

Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

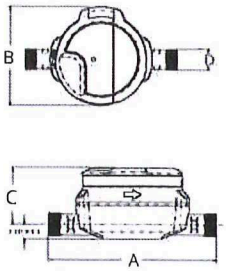
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

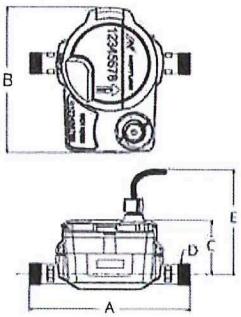
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



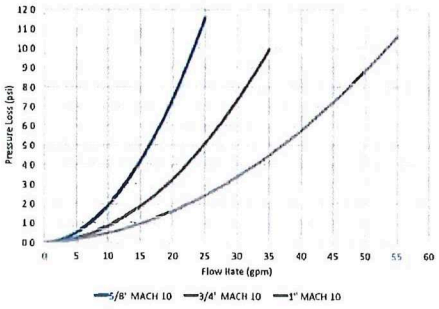
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

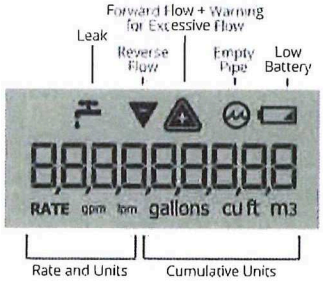
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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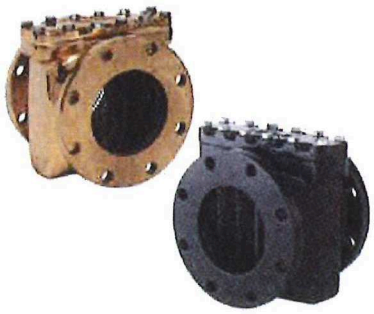
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

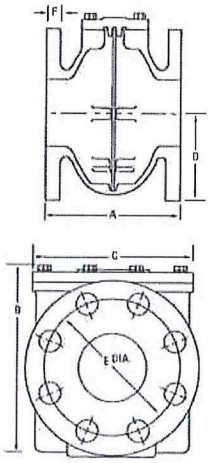
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

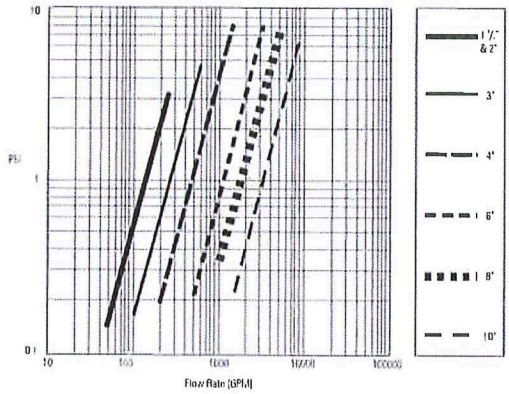
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Trimble Ranger 3XE Handheld Data Collector



Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

E-CODER®)R900*i*™



Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

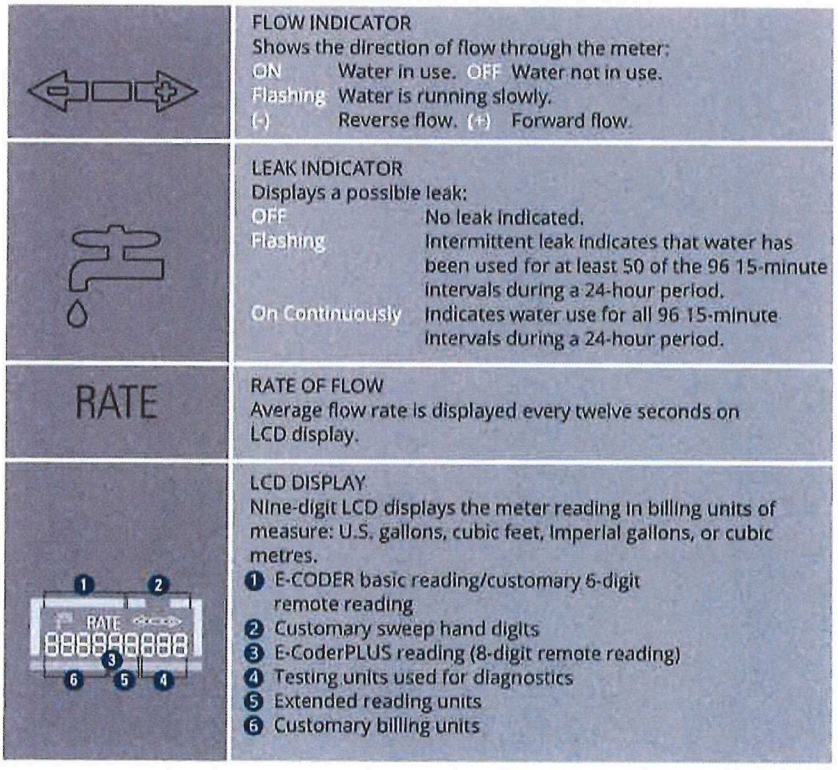
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

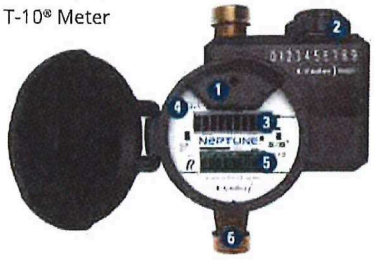
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement



1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

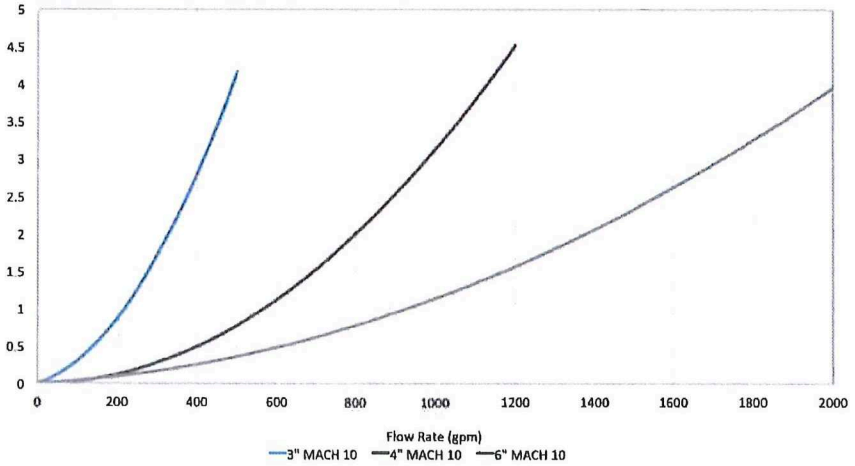
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

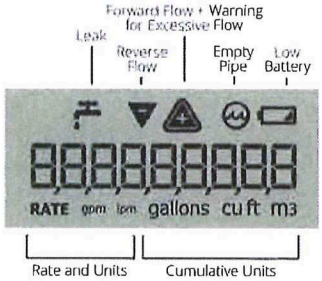
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



LoRa Alliance Certified™

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.



Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

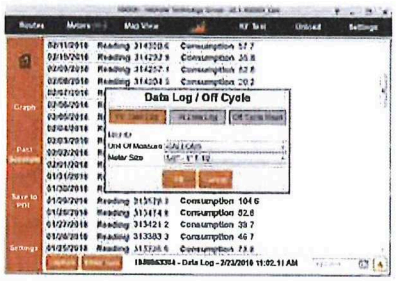
Specifications

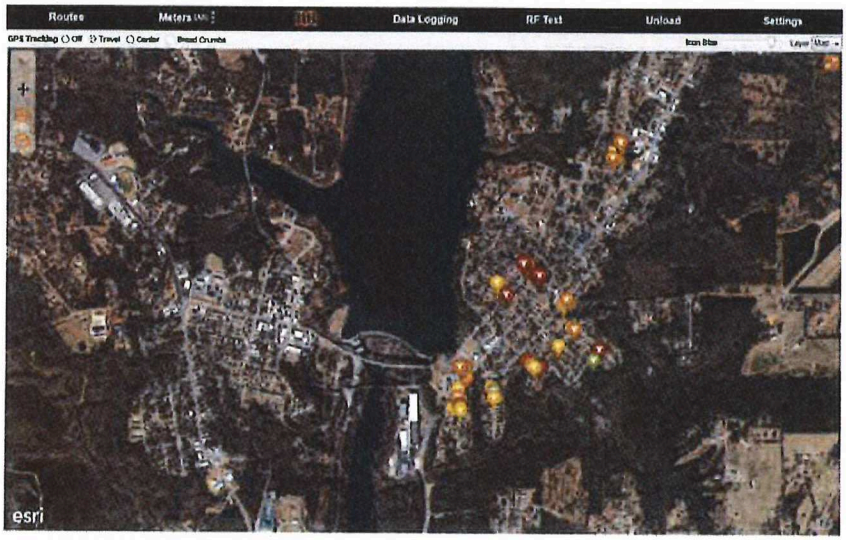
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

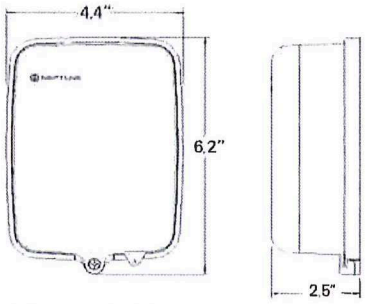
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

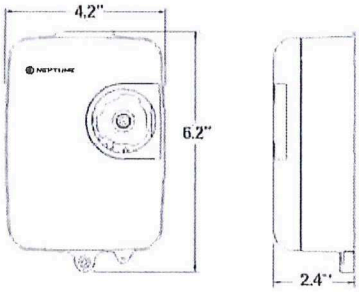
Warranty

20 years (10/10); refer to specific Warranty Statement

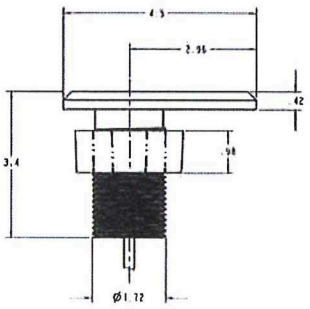
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"



Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

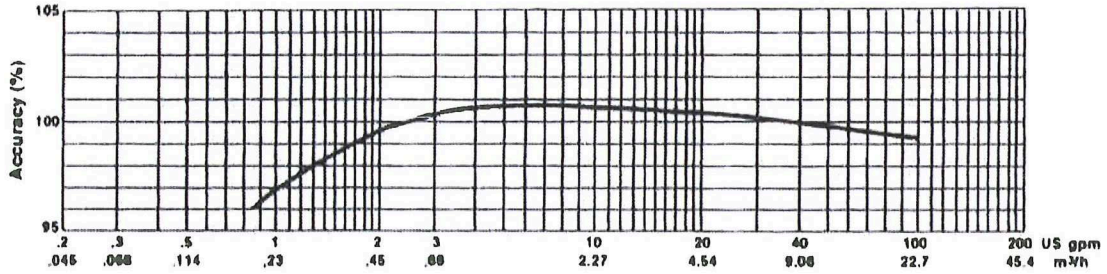
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

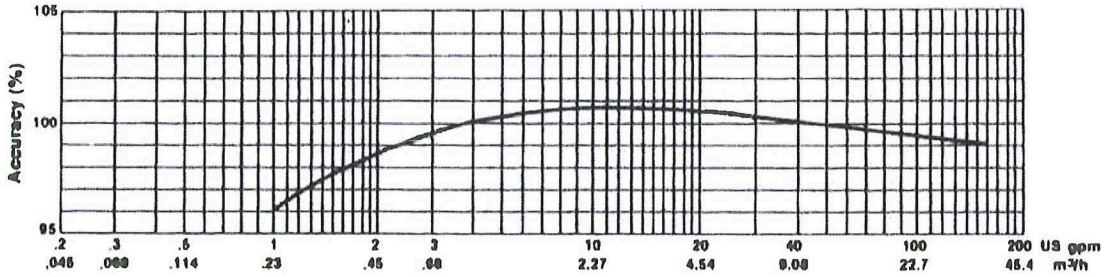
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

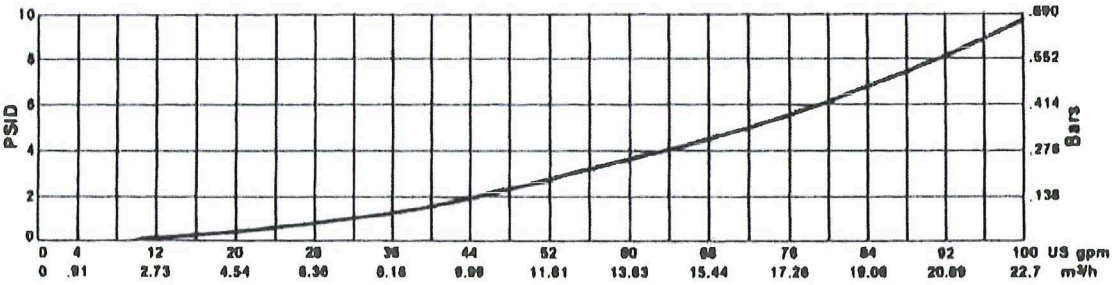
1 ½" Accuracy



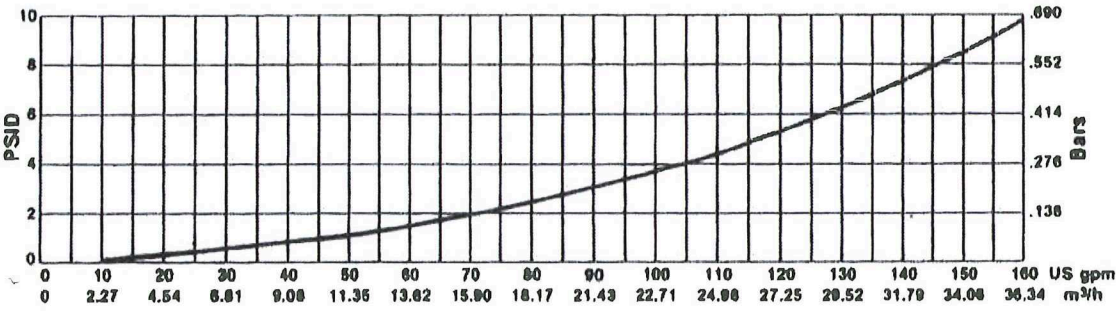
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

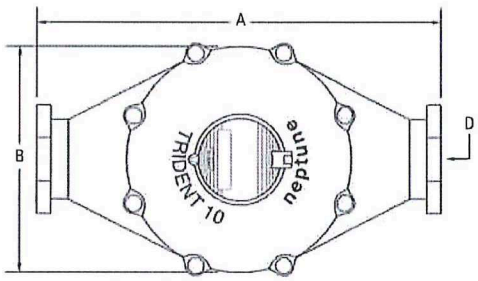
Operating Characteristics

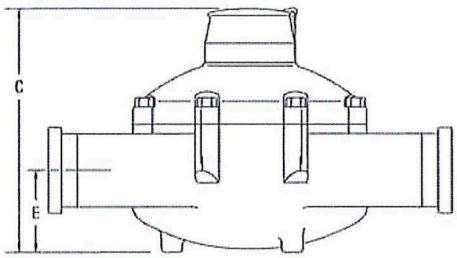
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

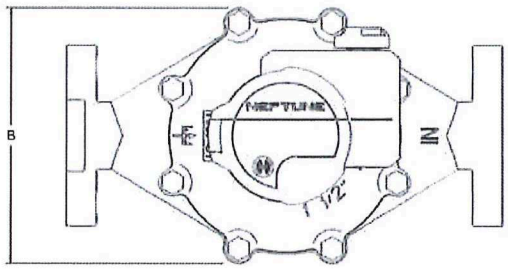
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

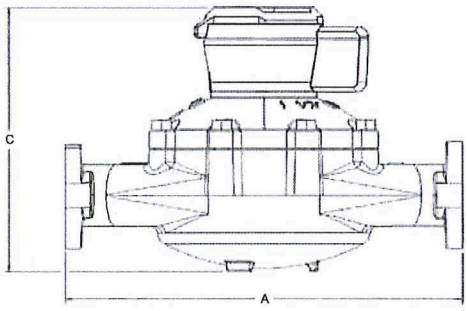
T-10 With Standard Register





T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register





Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification
- NSF/ANSI 61, NSF/ANSI 372

Application
- Cold water measurement of flow in one direction

Maximum Operating Water Pressure
- 150 psi (1,034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber
- Synthetic polymer

Companion Flanges
- Lead free, high-copper alloy

Environmental Conditions
- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports
- 1" (optional)

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Belt Clip Transceiver

Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



KEY BENEFITS

Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

KEY BENEFITS CONTINUED

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.

Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

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Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 ' gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

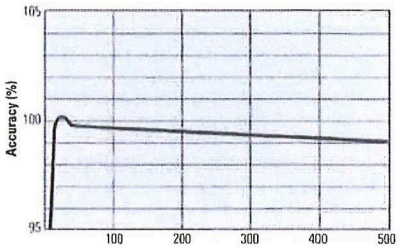
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

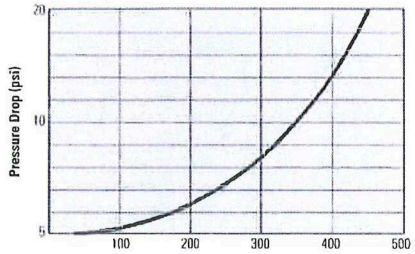
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

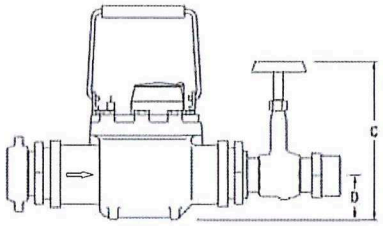
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

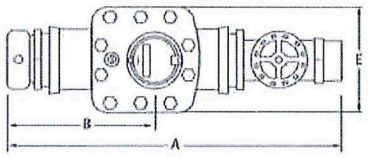
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Maximum Intermittent Flow	AWWA Standard
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h



Dimensions

3" Fire Hydrant	A inches	B inches	C inches	D inches	E Inches	Weight lbs.
Less Coupling	15 ½	7 ½	11 ½	2 ⅞	7 ½	23
With Coupling	19 ¼	10	11 ½	2 ⅞	7 ½	29



NEPTUNE TECHNOLOGY GROUP

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#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800 633-8754 f 334-283 7293

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*

Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001

SUNSTATE METER
& SUPPLY, INC.

14001 W Newberry Rd
Newberry, FL 32669

October 25, 2021

Dear Valued Customer,

We would like to personally thank you for your continued support. After much consideration, we have made the decision to sell Sunstate Meter & Supply, Inc. effective October 25, 2021. Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service.

Business changes
Your sales/customer service representative(s) will not change, but your payment remittance should be sent to Ferguson's address:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

We will also be converting to Ferguson's computer system so invoices, packaging slips, etc. will look slightly different.

About Ferguson
Ferguson is the largest wholesale distributor of residential and commercial plumbing supplies in the U.S., and is also a major distributor of waterworks products, HVAC equipment, fire protection systems, and industrial products and services. Celebrating more than 65 years in business and headquartered in Newport News, VA, the company employs 28,000 associates in 1,400 locations.

Please be assured the superior customer service you have come to expect from us will continue. We have worked hard to earn both your business and your trust, and we are certain these strong customer relationships will continue to grow. If you have any questions, please do not hesitate to contact us.

Sincerely,

Keith Ellenburg
President

Enclosure: New remittance information

powered by
FERGUSON

SUNSTATE METER
& SUPPLY, INC.

ATTENTION: ACCOUNTS PAYABLE

Customers remitting payments by check should send payments to:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

Customers remitting payments by ACH or wire transfer should remit as follows:

Bank Name: Bank of America
411 North Akard Street
Dallas, TX 75201
Account Name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment, please include the following information in the addenda or email remit to ACH@Ferguson.com:

1. Main Branch Number: 3650
2. Invoice Number: This number is located on the upper right hand of the invoice.
3. Amount Paid: Please include the amount paid per invoice.

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FERGUSON

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This FIRST Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the **City of Cocoa** and **Sunstate Meter & Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.**

The agreement entered into on October 13, 2020, is hereby amended to renew for the 1st of three renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on August 16, 2021 and terminating on August 15, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Sunstate Meter & Supply, Inc.

By: Keith Ellenburg
(Name) Printed

President
(Title)

Signature 8/24/2021
Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature 9-14-2021
Date

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

ORIGINAL

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
MASTER AGREEMENT FOR WATER METER
AND METER READING EQUIPMENT PURCHASES

This SECOND Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the City of Cocoa and Sunstate Meter& Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.

All references to "Sunstate Meter & Supply, Inc." in the purchase agreement (and in all other provisions of the Master Agreement) are hereby replaced with "Ferguson Enterprises, LLC DBA Ferguson Waterworks."

Payment remittance will now be made to: Ferguson Waterworks #751, PO Box 100286, Atlanta, GA 30384-0286.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Ferguson Enterprises, LLC	**CITY OF COCOA**
By: Matthew Rizzo	**By:** Stockton Whitten
(Print Name)	(Print Name)
Director – Meter & Automation	City Manager
(Title)	(Title)
11/4/21	11/9/2021
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

AMENDMENT TO PURCHASE AGREEMENT

3rd AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This THIRD Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made between the **City of Cocoa** and **Ferguson Enterprises, LLC DBA Ferguson Waterworks #751, 7800 Ellis Road, Melbourne, FL 32904-1517.**

The agreement entered on October 13, 2020, is hereby amended to renew for the second of three renewal options available under the original contract for twelve (12) additional months commencing on August 16, 2022, and terminating on August 15, 2023.

The agreement is further amended to accept a product pricing increase attached herein as EXHIBIT A.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

FERGUSON WATERWORKS #3648	**CITY OF COCOA**
By: Terri KimBrough	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Sales Manager	Mayor
(Title)	(Title)
6/4/22	7-12-2022
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
1				
2			**CITY OF COCOA, FL.**	
3			**Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 198.50
7	673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 198.50
8				
9		ED2D21RPWG11S2596	3/4" T10 BB Meter W/R900i Gallon Register	$ 225.00
10		ED2D21RPWG11S2597	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 225.00
11				
12	673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 299.50
13	673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 299.50
14				
15	673-008-00007	ED2H11RPWG11S2596	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 525.00
16	673-008-00017	ED2H21RPWG11S2596	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 525.00
17				
18	673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 686.00
19	673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 686.00
20				
21		ET4HRPWG11S2596	1 1/2" HPT Meter W/R900i Gallon Register	$ 795.00
22		ET4HRPWG11S2597	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
23				
24		ET4ARPWG11S2596	2" HPT Meter W/R900i Gallon Register	$ 795.00
25		ET4ARPWG11S2597	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 795.00
26				
27		ET4BRPWG11S2596	3" HPT Meter W/R900i Gallon Register	$ 1,328.80
28		ET4BRPWG11S2597	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,328.80
29				
30		ET4CRPWG11S2596	4" HPT Meter W/R900i Gallon Register	$ 1,485.29
31		ET4CRPWG11S2597	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,485.29
32				
33		ET4DRPWG11S2596	6" HPT Meter W/R900i Gallon Register	$ 2,462.47
34		ET4DRPWG11S2597	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,462.47
35				
36		ET4ERPWG11S2596	8" HPT Meter W/R900i Gallon Register	$ 3,533.33
37		ET4ERPWG11S2597	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 3,533.33
38				
39		ET4FRPWG11S2596	10" HPT Meter W/R900i Gallon Register	$ 5,753.75
40		ET4FRPWG11S2597	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 5,753.75
41				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
42		EC3BRPWG11S2596	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,591.25
43		EC3CRPWG11S2596	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 3,033.52
44		EC3DRPWG11S2596	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 5,130.50
45				
46		EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 8,705.88
47		EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,177.60
48		EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 17,687.06
49		EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 21,982.34
50				
51		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
52		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
53		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
54		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
55		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
56		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
57				
58		53120-000	2" Bronze Flanged Meter Strainer	$ 438.75
59		53107-000	3" Bronze Flanged Meter Strainer	$ 796.74
60		53107-100	4" Bronze Flanged Meter Strainer	$ 1,388.88
61		52000-201	6" Bronze Flanged Meter Strainer	$ 2,096.66
62		52000-304	8" Bronze Flanged Meter Strainer	$ 3,517.61
63		52000-402	10" Bronze Flanged Meter Strainer	$ 5,561.64
64				
65		53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,351.00
66		53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,593.33
67		53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 9,424.00
68		53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$12,138.00
69				
70		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
71		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
72		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
73		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
74		9605-005	8" Strainer Installation Acc. Kit	$ 94.69
75		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
76				
77			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 183.00
78			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 292.45
79				
80			3/4" Mach 10 Meter W/ Pigtail	$ 204.00
81			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 312.85
82				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
83			1" Mach 10 Meter W/ Pigtail	$ 244.00
84			1" Mach 10 Meter W/ R900i Gallon Register	$ 353.00
85				
86			1 1/2" Mach 10 Meter W/ Pigtail	$ 612.25
87			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 721.00
88				
89			2" Mach 10 Meter W/ Pigtail	$ 747.96
90			2" Mach 10 Meter W/ R900i Gallon Register	$ 857.14
91				
92			3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,517.77
93			3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,640.00
94			3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,517.77
95			3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,640.00
96				
97			4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,275.55
98			4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,377.77
99			4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,275.55
100			4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,377.77
101				
102			6" Mach 10 Meter W/ Pigtail - 18" Length	$ 5,481.00
103			6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	$ 5,600.00
104			6" Mach 10 Meter W/ Pigtail - 24" Length	$ 5,481.00
105			6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	$ 5,600.00
106				
107			8" Mach 10 Meter W/Pigtial	$ 8,990.85
108			8" Mach 10 Meter W/Pigtial	$ 9,092.85
109				
110			10" Mach 10 Meter W/Pigtial	$ 12,061.54
111			10" Mach 10 Meter W/Pigtial	$ 12,200.00
112				
113		ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,290.85
114				
115			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
116			Any Size/Model ECoder Pit Style Gallon Register	$ 80.00
117			Any Size/Model Pit Style R900i Gallon Register	$ 165.00
118	673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	$ 165.00
119	673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	$ 165.00
120	673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	$ 165.00
121	673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	$ 165.00
122	673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00
123	673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	$ 165.00

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
124	673-606-00034	RPW5G11S334	1 1/2"-2" HPT Pit Style R900i RECLAIMED Gallon Register	$ 165.00
125				
126			R900 Wall MIU - 25' Cable	$ 110.00
127			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 120.00
128	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 26.00
129			R900 Pit Lid Antenna - 20'	$ 36.00
130				
131			R900 - FirstNet Cellular Wall MIU - 6' Cable	$ 110.00
132			R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	$ 120.00
133			R900 - FirstNet Cellular Pit MIU W/External Antenna	$ 150.00
134			R900 - First Net Pit Style External Antenna Only	$ 30.00
135				
136			R900 Belt Clip Transceiver v3.0	$ 3,950.00
137			MRX920v4 Mobile Data Collector	$ 10,950.00
138			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 198.60
139			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 119.25
140				
141			R900 Gateway V4 Fixed Network Data Collector	$ 8,950.00
142			R900 Gateway 150W Solar Panel Assembly	$ 3,298.00
143			R900 Gateway UPS Outdoor Power System Assembly	$ 2,080.00
144			R900 Gateway antenna	$ 380.00
145				
146			Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.60
147			Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	$ 0.47
148				
149			Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.80
150			Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	$ 1.13
151				
152			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	$ 6.35
153			Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	$ 5.60
154				
155			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,615.00
156			Neptune 360 Additional Remote Training (4-hour training window)	$ 840.00
157			Neptune 360 On-Site Training (8 hours)	$ 1,700.00
158			Neptune 360 Professional Services (per hour fee)	$ 440.00
159			***All parts per current published parts price list - Receive 20 % Discount from published price.***	
160				
161				
162			**Pricing Term: 8/16/22 - 8/15/23**	
163			(2) Optional one-year extensions available upon mutual consent of both parties & contract terms.	
164				

EXHIBIT A
PRODUCT PRICING
AUG. 16 2022 to AUG. 15, 2023

	A	B	C	D
165				
166				
167			***Ferguson Waterworks - #3648***	
168			***14001 W. Newberry Road, Newberry, Fl. 32669***	
169			**Phone: 352-332-7106**	
170			**Fax: 352-332-5604**	
171			**Contact: Jeff Kimbrough - Sales Manager/Central Florida**	
172			**Cell Phone: 352-516-9791**	
173			**Email: jeff.kimbrough@ferguson.com**	

Legislation Details (With Text)

File #:	23-389	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	6/20/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for Planning and Surveying Services. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-073 ADA Compliant.pdf BAF-23-088-T-CM-RVI Planning Svcs (7-11-23)Agenda 23-389.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 20, 2023
Agenda Date: July 11, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for Planning and Surveying Services.

BACKGROUND:

The City has a planning division that reviews plans and ensures adherence to the City planning code of ordinances. The City has struggled to fill all of the planning positions as this profession is in high demand. The City has contracted with a vendor to provide planning services for the City to provide continuity of services. As a result, a budget transfer is required to move funds budgeted for vacant positions to the contractual services account to provide budget for the planning services. In addition, surveying services are needed as part of the plat plan reviews for future development.

City Council is requested to approve BAF #23-088-T to reallocate budget from personal services to contractual services. This transfer is estimated to provide budget for both the planning services and surveying services through the remainder of the fiscal year.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$66,000
Account Number	001-1104-515.34-00
Account Name	Contractual Services_

Source of Funds:	Transfer Acct #: 001-1104-515.12-00	$(28,000)
	001-1104-515.21-00	$(7,000)
	001-1104-515.22-00	$(10,000)
	001-1104-515.23-00	$(21,000)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for Planning and Surveying Services.

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RESOLUTION NO. 2023-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-088-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 1104 CM Plng DATE PREPARED: 06/20/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 28,000)	001-1104-515.12-00		Regular Salaries	$ 83,871	$ 83,871	$ 55,871	$ 0
($ 7,000)	001-1104-515.21-00		FICA Taxes	$ 12,287	$ 12,287	$ 5,287	$ 0
($ 10,000)	001-1104-515.22-00		Retirement Contributions	$ 17,076	$ 17,076	$ 7,076	$ 0
($ 21,000)	001-1104-515.23-00		Medical Insurance	$ 32,424	$ 32,424	$ 11,424	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 66,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 66,000	001-1104-515.34-00		Contractual Services	$ 75,724	$ 75,724	$ 141,724	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 66,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To transfer budget to contractual services to provide budget for planning and surveying services through the end of FY23. Agenda 23-389 (City Manager Acting as both Department Director and CM)

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2023-073

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

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.06.20 13:53:12 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.26 11:26:35 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	Lora Howell Digitally signed by Lora Howell Date: 2023.06.26 11:27:08 -04'00'	Stockton Whitten Digitally signed by Stockton Whitten Date: 2023.06.21 13:56:15 -04'00'
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 12/8/22 - IT

Legislation Details (With Text)

File #:	23-393	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/21/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Announcement of Mayor Blake, Deputy Mayor Hearn and Councilman Goins to Attend the Florida League of Cities Annual Conference from August 10, 2023 - August 12, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2023
Agenda Date: July 11, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Mayor Blake, Deputy Mayor Hearn and Councilman Goins to Attend the Florida League of Cities Annual Conference from August 9, 2023 - August 12, 2023.

BACKGROUND:

Mayor Blake, Deputy Mayor Hearn and Councilman Goins will be attending the Florida League of Cities Annual Conference in Orlando. The conference will take place from August 10, 2023 to August 12, 2023, however the Mayor will be arriving on August 9th for the Florida League of Mayors Conference that is held in conjunction with the Annual Conference. The total estimated cost for all expenses is around $1,810 for the Mayor and $1,518 for the Councilmembers. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$1,810 for the Mayor (Estimated) $1,518 for each Councilmember (Estimated)
Account Number	001-1000-511.40-00 Travel & Per Diem 001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
N/A

Legislation Details (With Text)

File #:	23-398	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/21/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum to Integra Cocoa Apartments Development Agreement.pdf Fully executed Integra Development Agreement 1 2 2020.pdf Letter requesting Lift Station Reimburshment_6.9.23.pdf Budget Resolution FY 2023-070 ADA Compliant.pdf BAF 23-089-ITF-UT-Evergreen Integra Cocoa LLC (07-11-23) Agenda 23-398.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2023
Agenda Date: July 11, 2023
Prepared By: Kimberley Ross, Utilities Coordinator
Through: Jack Walsh, Utilities Director
Requested Action:
Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC.

BACKGROUND:

The City of Cocoa (City) entered into a Development Agreement with Evergreen Integra Cocoa, LLC on August 5, 2020. As part of this agreement, the City agreed to pay an estimated sewer impact fee of approximately $24,000 upon the completion and upgrade of a lift station that the developer would need to access. The project is complete and the Developer has requested reimbursement for the sewer impact fee in the amount of $24,000.00.

Staff requests approval of the BAF #23-089-A amending the FY23 budget in the amount of $24,000 to place the necessary funds in the correct account/fund.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF# 23-089-ITF

Amount Requested	$24,000.00
Account Number	422-0000-389.55-50
Account Name	Fund Balance

Amount Requested	$24,000.00
Account Number	422-4010-536.49.23
Account Name	Other Charges and Obligations

Source of Funds: Fund 422 Fund Balance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of a Resolution Amending the FY23 Budget BAF #23-089-A to Provide Budget for a Sewer Impact Fee Refund to Evergreen Integra Cocoa, LLC.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

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CFN 2020177407, OR BK 8828 PAGE 149
Recorded 08/18/2020 at 01:26 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:20

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

ADDENDUM TO INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT

Integra Luxury Apartments

THIS ADDENDUM TO THE INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT ("Addendum") is made and executed this 12th day of August, 2020, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **EVERGREEN INTEGRA COCOA, LLC,** a foreign limited liability company authorized to conduct business in the State of Florida ("Developer"), whose address is 25 Dorchester Avenue, #51943, Boston, MA 02205.

WITNESSETH:

WHEREAS, Developer owns 150.35 acres, more or less, of real property located on the southeast side of State Road 524, approximately 3,300 feet northeast of the Cox Road/State Road 524 intersection, Cocoa, Brevard County, Florida, with Tax Parcel IDs 24-35-13-00-750 and 24-35-24-00-1, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, Developer's predecessor in title and the City entered into a binding Development Agreement on December 30, 2019, which was recorded in the Public Records of Brevard County, Book 8669, Page 340, on February 19, 2020 (the "Agreement"), governing the future development of the Property; and

WHEREAS, the Developer continues to desire that the Property be developed into a luxury apartment complex consisting of five (5) apartment buildings and five (5) parking garages; and

WHEREAS, a height variance was previously granted by the City's Board of Adjustment on November 9, 2014, to allow for an increase in height from 35 feet to 45 feet and a site plan was also previously conditionally approved by the City's Planning and Zoning Board on April 8, 2015, to allow for the development of The Preserve at Cocoa (formerly the Tree Tops development), which would have consisted of eight (8) apartment buildings with a total of 248 market-rate apartment units; and

WHEREAS, due to temporal limitations and conditions imposed by both the Board of Adjustment and Planning and Zoning Board in granting the variance and site plan, both approvals have long expired; and

WHEREAS, the previously granted height variance was premised upon the fact that the Property consists almost entirely of wetlands, with only approximately 8.7 percent of the Property being developable upland, and the height variance allowed the applicant to achieve use of its Property while largely conserving the wetlands; and

WHEREAS, the Developer continues to propose a similar luxury apartment complex with additional variances requested, including an increase in maximum building width and a decrease in the minimum living area for one-bedroom apartments; and

WHEREAS, the Developer desires to amend the Agreement to alter the project enhancements previously contained in the Agreement; and

WHEREAS, the City believes that the amended project enhancements will continue to provide an important public benefit by improving pedestrian access opportunities to trails in the Cocoa Conservation Area; and

WHEREAS, the Developer's obligation to convey approximately 137 acres of wetland to the City of Cocoa remains unchanged; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Amended Project Description and Requirements. Section 4.0 of the Agreement regarding Project Description and Requirements is modified as follows:

Developer shall, at its expense, design, permit and construct a luxury, multi-family residential apartment community in the City of Cocoa with market-rate apartment units. The apartment buildings, all amenity buildings, and parking garages shall be constructed in a single phase and consist of approximately 249 apartment units. Developer agrees that the apartment community shall include no more than five (5) apartment buildings, five (5) parking garages, a

community clubhouse, and other buildings necessary to serve the project ("the Project"). The Developer shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan. These amenities include the community clubhouse with an exercise/workout room; business center; "party room" that may be reserved by residents for events; swimming pool; and two (2) Level 2+ electric car charging stations. The Project is generally depicted on the Amended Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Amended Concept Plan"). The Concept Plan attached to the Agreement is hereby superseded and replaced by the attached Amended Concept Plan in **Exhibit B.** The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

3.0 **Amended Concept Plan.** The Project shall be substantially developed in accordance with the Amended Concept Plan which is attached hereto in **Exhibit B**, and superseding the Concept Plan attached to the Agreement. All references to the Concept Plan herein and in the Agreement shall be deemed to refer to the Amended Concept Plan attached to this Addendum as **Exhibit B**. The Amended Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Amended Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further obtain the City's approval of a floodplain development permit, final site plan, and final engineering plans (**"Final Engineering Plans"**) consistent with the Amended Concept Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Amended Concept Plan attached as **Exhibit B** was prepared during the application process for a floodplain development permit and final engineering plans. The Amended Concept Plan, and particularly the removal of the trailhead parking area and trailhead stub out, became necessary to accommodate flood storage required by the City's Comprehensive Plan. Accordingly, the City herein expressly agrees to the modifications contained in the Amended Concept Plan, in consideration of the project enhancement described herein in Section 5.0. While the City recognizes this Amended Concept Plan may be reasonably modified to accommodate necessary changes related to bringing the Project into full compliance with the City Code, any such modification may not include (a) a different use of the Property; (b) an increase in the proposed number of units; or (c) a reduction in the required amenities as provided in this Addendum. The Amended Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this

Agreement and preserve the general character of the development shown on the Amended Concept Plan.

4.0 Future Permitting. All timelines and requirements for future permitting as contained in Section 7.0 of the Agreement shall remain binding, except as expressly agreed to in this Addendum.

5.0 Amended Project Enhancements; Conveyance of Property. Section 8.0 of the Agreement regarding Project Enhancements; Conveyance of Property is modified as follows:

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 of the Agreement, the Developer agrees to affect conveyance of a portion of the Property as follows and to reimburse the City for certain costs associated with designing and permitting certain improvements on such portion of the Property to be conveyed to the City:

(a) Prior to receiving any certificate of occupancy, the Developer shall convey to the City, free of charge and free and clear of all liens and mortgages, and other encumbrances that are not deemed by the City to be permitted exceptions that will interfere with the City's intended purpose and use for the land, a portion of its Property as legally described and depicted in the survey attached to this Addendum as **Exhibit C** (the "Conveyance Property"). The Conveyance Property consists of:

i. The entirety of Tax Parcel Number 24-35-24-00-1; and

ii. The portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, excluding the upland buffer and mitigated wetland as determined by the developable limit line and wetland impact line as approved by St. John's River Water Management District and an additional 10 foot buffer to allow for the Developer's maintenance of a retaining wall.

The total Conveyance Property shall consist of 136.637 acres, more or less, as described in **Exhibit C**.

In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the Conveyance Property ("Written Notice"), which shall be accompanied by a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") acceptable to the City, agreeing to insure title to the Property in an amount equal to the estimated assessed value of the property to be conveyed, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the City a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto.

At closing, Title Company shall provide the City standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the a warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable or unacceptable to the City for its intended purposes and proposed land uses, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may terminate this Agreement or the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

The Developer has indicated to the City its intent to grant a conservation easement over the entirety of Tax Parcel Number 24-35-24-00-1 and the portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, less the existing 55-foot drainage easement and 50-foot access easement, in favor of St. John's River Water Management District, prior to the conveyance of this property to the City. The Developer acknowledges and agrees that the City intends to use this property for purposes of installing hiking trails and other recreational amenities, as well as conducting activities outlined in the Cocoa Conservation Area Management Plan. Accordingly, the City will find any conservation easement granted over Tax Parcel Numbers 24-35-24-00-1 and 24-35-13-00-750 to be unacceptable for the City's intended purposes unless the conservation easement expressly permits the following minimum activities:

- Right to construct up to 12,000 linear feet of 10' trails and boardwalks;
- Right to mechanically maintain vegetation within the limits of the trails/boardwalks;
- Right to construct wayfinding and educational signage;
- Right to place benches;

- Right to use equipment to occasionally grade and compact the trail surface to maintain stabilized dirt suitable for bicycle and pedestrian activity;

- Right to remove exotic invasive species; and

- Right to rebuild damaged stormwater infrastructure and retain flood waters.

The Developer shall have sixty (60) days from the Effective Date of this Addendum to either (1) negotiate a satisfactory conservation easement, permitting the above bulleted activities ("Minimum Activities"); or (2) seek a modification of its St. John's River Water Management District permit to remove the conservation easement as a required form of wetland mitigation. Should the Developer fail to achieve either of these requirements within sixty (60) days of the Effective Date of this Addendum, the City shall be entitled to refuse to issue or suspend any active building permits for the Project. The City Manager may grant, in his sole discretion, up to a sixty (60) day extension to negotiate the conservation easement or seek a modification the St. John's River Water Management District permit if Developer continues to negotiate with St. John's River Water Management District in good faith. Under no circumstances shall the City issue certificates of occupancy until the property conveyances required by this Section have been completed.

Notwithstanding anything to the contrary in this Section, the Developer agrees that Developer shall be solely responsible for satisfying all wetland mitigation requirements imposed by St. John's River Water Management District as a result of Developer's proposed impacts to wetlands for its own Project, specifically including any additional wetland mitigation requirements related to the Developer's Project that St. John's River Water Management District deems necessary in the future as a result of the City's performance of the Minimum Activities listed above. For example, if as a result of the City's future installation of a boardwalk in the conservation area, St. John's River Water Management District determines that the wetland mitigation value of the conservation easement for the Developer's Project is reduced, requiring payment for additional wetland mitigation credits or compliance with other wetland mitigation requirements for the Developer's Project, the Developer shall be solely responsible for such costs and completion of such requirements. The City agrees that it shall be responsible for any wetland mitigation costs required for the City's performance of the Minimum Activities listed above, less the additional costs associated with wetland mitigation required for the Developer's St. John's River Water Management District permit.

The City agrees that should the Developer abandon the Project after final site plan approval and conveyance of the above-described property, but prior to completion of construction and issuance of certificates of occupancy, the Developer's successors or assigns shall be permitted to apply the acreage of the above-described property if already conveyed to the City for purposes of calculating density, floor area ratio, and maximum impervious surface or lot coverage, provided that, absent a written modification to this Agreement approved by the City Council, such calculations shall not be increased beyond that proposed in the final site plan and as provided in this Agreement for purposes of future development.

(b) The Developer shall reimburse the City for actual costs associated with environmental consulting, planning, design, and permitting of a nature trail system on the Conveyance Property up to a cost not to exceed $24,000.00. Upon execution of this Addendum, Developer shall pay City $12,000 for initial costs. Upon completion of this work, the City shall submit to the Developer an invoice with supporting justification of additional expenses associated with the work exceeding the initial costs up to a total cost of $24,000.00. The Developer shall reimburse the City for additional expenses within 30 days of receipt of the invoice.

(c) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(d) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, optional roof top solar panels, and at least two (2) electric car charging stations as provided above.

(e) The Project shall incorporate enhanced landscaping along the SR 524 frontage, to include planting of trees at 40-foot intervals and mixed-species hedges.

6.0 Performance Bond; Construction of Public Parking Area and Trailhead. Section 10.0 of the Agreement is hereby deleted in its entirety.

7.0 Recordation. Upon full execution by the Parties, this Addendum shall be recorded in the Public Records of Brevard County, Florida by the City.

8.0 Notice. The contact information for delivering notices to the parties as provided in Section 31.0 of the Agreement is hereby modified as follows:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
Evergreen Integra Cocoa, LLC
25 Dorchester Avenue
#51943
Boston, MA 02205

9.0 **Miscellaneous.** All terms and conditions of the Agreement, which are not expressly and specifically modified by this Addendum, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Matthew Fuhrer, Interim City Manager

Date: 8/5/2020

ATTEST:
By: _____
Carie Shealy, City Clerk, MMC

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: 8/5/2020
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (__) online notarization, this 5 day of August, 2020, by Matthew Fuhrer, the Interim City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the City, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

_____
(Notary Public Signature)
Monica Arsenault
(Print Name)
Notary Public, State of Florida
Commission No.: GG985789
My Commission Expires: 6.16.24

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Vincent D. Brown
Printed Name of Witness

Signature of Witness

Cane Shealy
Printed Name of Witness

EVERGREEN INTEGRA COCOA, LLC

Printed Name: David G. McDaniel

Its: Manager

Date: 8-12-2020

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 12 day of August, 2020, by David McDaniel, the Manager of Evergreen Integra Cocoa, LLC, a foreign limited liability company. He is personally known to me or produced DL as identification.

(NOTARY SEAL)

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

(Notary Public Signature)

Monica Arsenault
(Print Name)

Notary Public, State of Florida
Commission No.: GG985789
My Commission Expires: 6-16-24

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A
LEGAL DESCRIPTION

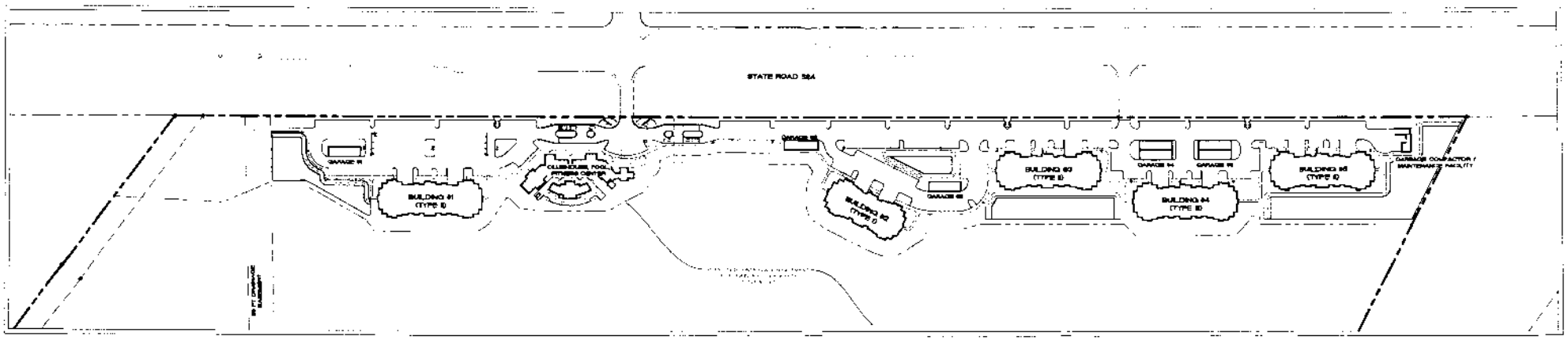
PARCEL #1:
ALL OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, WHICH LIES SOUTHERLY OF STATE ROAD NO 524 (A 200.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD RIGHT OF WAY MAP SECTION 70070-2501) AND LESS AND EXCEPT THEREFROM THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213, OF THE BREVARD COUNTY PUBLIC RECORDS, SAID SUBJECT PARCEL BEING FULLY DESCRIBED AS FOLLOWS:
BEGIN AT A CONCRETE MONUMENT STAMPED "PRM#2412", WHICH MARKS THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 13, THENCE NORTH 00°08'35" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 413.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 524, THENCE DEPARTING SAID WEST LINE, NORTH 53°28'30" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,805.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WESTERLY LINE OF OFFICIAL RECORDS BOOK 3338, PAGE 2213, THE FOLLOWING 2 COURSES TO WIT; SOUTH 10°03'38" EAST, A DISTANCE OF 1,390.07; SOUTH 09°45'48" EAST, A DISTANC E OF 680.18 FEET TO A POIN T ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 13, SAID POINT LYING 2.72 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 114 AS MEASURED ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°01'35" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2,614.01 FEET TO THE POINT OF BEGINNING.

PARCEL #2:
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 13, LYING SOUTHEASTERLY OF STATE ROAD 528, AND ALSO ALL OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
LESS AND EXCEPT PARCELS 'A' & 'B' DESCRIBED BELOW:
LESS PARCEL 'A':
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTHEASTERLY OF STATE ROAD 528, BREVARD COUNTY, FLORIDA.
LESS PARCEL 'B':

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIB ED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524 (A 200 FOOT RIGHT-OF WAY PER S.R.D RIGHT-OF-WAY MAP SECTION 70070-2501, SHEET 5 OF 8, DATED 12/09/70) WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, THENCE SOUTH 00°00'21' WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 2333.77 FEET; THENCE NORTH 10°09'57' WEST, A DISTANCE OF 695.56 FEET; THENCE NORTH 10°27'47' WEST, A DISTANCE OF 1390.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 524; THENCE NORTH 53°05'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 469 54 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
AMENDED CONCEPT PLAN



GRAPHIC SCALE

(in FEET)
1 inch = 100 ft

INTEGRA PRESERVE TRAILS

CITY OF CLEARWATER, FLORIDA

MBV ENGINEERING, INC.

CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

EXHIBIT "B"

EXHIBIT C
CONVEYANCE PROPERTY SURVEY AND LEGAL DESCRIPTION

EXHIBIT "C"

SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

SHEET 1 OF 6
SKETCH NOT VALID WITHOUT SHEETS: 2, 3, 4, 5 & 6

DWG.: 2020-020.DWG | PROJECT: 2020-020 | CHD.BY: CSB | DRAWN: J. HUSSEY

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PUBLIC RECORDS NOTE:
ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

GRAPHIC SCALE
0 200 400
(IN FEET)
1 INCH = 400 FEET

STATE ROAD 524
AKA STATE ROAD 528 - 200' PUBLIC R/W
FDOT R/W MAP SECTION NO. 70070-2501
N. R/W OF SR 524
S. R/W
S53°23'16"W 2805.20'

W. LINE OF S.E. 1/4 OF SECTION 13

PARCEL ID: 24-35-13-00-505.1

223.15'

132.0'
200.0'

N00°02'58"E 190.96'

1308.27'
S88°58'19"W

1305.58'
S88°56'19"W

263.53'

L53 L52 L51 L50 L49 L48 L47 L46 L45 L44 L43 L42 L41 L40 L39 L38 L37 L36 L35 L34 L33 L32 L31 L30 L29 L28 L27 L26 L25 L24 L23 L22 L21 L20 L19 L18 L17 L16 L15 L14 L13 L12 L11 L10 L9 L8 L7 L6 L5 L4 L3 L2 L1

C8 C7 C6 C4 C5 C3 C2 C1

1126.77'
S10°08'54"E
PARCEL ID: 24-35-13-00-756

EASTERLY LINE OF O.R.B. 7085, PG. 2835

E. LINE OF S.E. 1/4 OF SECTION 13

S09°51'03"E 695.40'

= SUBJECT PROPERTY

REFERENCE BEARING NOTE:
BEARINGS SHOWN HEREON ARE BASED ON FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901

5,951,902.86 S.F.
OR 136.637 ACRES,
MORE OR LESS.

S.E. 1/4 OF SECTION 13
PARCEL ID: 24-35-13-00-750
ORB 8634, PG. 2927

POINT OF BEGINNING

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 24

E. LINE OF ORB 7085, PG. 2835
S00°19'08"W 1287.87'
S00°19'08"W 15.05'

E. LINE OF N.E. 1/4 OF SECTION 24

1302.04'
S00°19'42"W

55' DRAINAGE ESMT. O.R.B. 1037, PG. 488
55.0'
EASTERLY LINE OF 55' DRAINAGE ESMT.

50' ACCESS ESMT. O.R.B. 4978, PG. 2861
N 1/4 COR. SECTION 24
S 1/4 COR. SECTION 13

N00°20'16"E 1301.16'

W. LINE OF N.E. 1/4 OF SECTION 24

50.0'

S.W. CORNER OF N. 1/2 OF THE N.E. 1/4 OF SECTION 24

S88°58'39"W 1308.46'

S88°58'39"W 2616.93'

S.E. CORNER OF N. 1/2 OF THE N.E. 1/4 OF SECTION 24

S88°58'39"W 1308.46'

S. LINE OF N. 1/2 OF N.E. 1/4 OF SECTION 24

NORTH 1/2 OF N.E. 1/4 OF SECTION 24
PARCEL ID: 24-35-24-00-1
ORB 8634, PG. 2927

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EVERGREEN INTEGRA COCOA LLC
CITY OF COCOA, FLORIDA

LEGEND:
ESMT. = EASEMENT
O.R.B. = OFFICIAL RECORDS BOOK
S.R. = STATE ROAD
R/W = RIGHT-OF-WAY

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 5/13/2020

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N56°17'18"E	239.04'
L2	N30°14'02"E	109.77'
L3	N21°40'54"E	7.17'
L4	S37°52'22"E	10.01'
L5	N52°07'38"E	74.24'
L6	N82°55'39"E	152.07'
L7	S82°24'54"E	5.76'
L8	S72°37'04"E	27.02'
L9	N54°03'36"E	203.56'
L10	N03°09'25"W	56.03'
L11	N38°27'46"W	3.54'
L12	N74°09'01"E	8.58'
L13	S80°44'55"E	29.55'
L14	N58°47'32"E	55.24'
L15	N53°51'03"E	127.62'
L16	N24°11'31"E	74.54'
L17	N29°08'37"E	17.59'
L18	N39°38'35"W	27.30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L19	N38°19'42"E	8.98'
L20	N54°06'55"W	0.60'
L21	N26°17'13"E	22.57'
L22	N48°56'14"E	41.19'
L23	N56°47'48"E	26.22'
L24	N52°07'36"E	12.27'
L25	N38°19'14"E	29.18'
L26	N54°38'11"E	108.95'
L27	S36°36'44"E	24.60'
L28	N53°23'16"E	86.47'
L29	S67°51'04"E	18.73'
L30	S09°55'31"E	27.16'
L31	S33°05'09"E	44.75'
L32	S56°30'52"E	13.26'
L33	S89°20'09"E	22.34'
L34	N85°32'31"E	7.07'
L35	N80°29'57"E	68.41'
L36	N79°17'09"E	42.93'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L37	N74°00'18"E	16.14'
L38	N52°41'07"E	13.69'
L39	N24°00'57"E	18.92'
L40	N19°53'30"E	41.16'
L41	N11°26'55"W	29.69'
L42	N56°41'41"E	16.95'
L43	N56°09'40"E	45.73'
L44	N49°34'52"E	18.28'
L45	N53°22'06"E	292.75'
L46	N53°22'06"E	7.75'
L47	S79°10'18"E	34.72'
L48	N53°32'43"E	217.52'
L49	N05°19'59"E	40.59'
L50	N04°10'07"W	16.81'
L51	N53°23'16"E	15.45'
L52	S36°37'54"E	18.11'
L53	N53°22'05"E	331.30'

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SHEET 2 OF 6
SKETCH NOT VALID WITHOUT SHEETS: 1, 3, 4, 5 & 6

DRAWN: J. HUSSEY | CHD. BY: CSB | PROJECT: 2020-020 | DWG.: 2020-020.DWG

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EVERGREEN INTEGRA COCOA LLC
CITY OF COCOA, FLORIDA

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

CERTIFICATION

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CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 5/13/2020

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
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SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

CURVE TABLE							
CURVE NO.	RADIUS	DELTA OR CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	RADIAL BEARING	TANGENT BEARING
C1	60.00'	57°13'01"	59.92'	N25°27'06"E	57.46'	N35°56'24"W	N54°03'36"E
C2	31.63'	27°51'14"	15.38'	N39°55'26"E	15.23'	N36°08'57"W	N53°51'03"E
C3	27.44'	91°46'40"	43.95'	N07°53'18"W	39.40'	N51°59'58"W	N38°00'02"E
C4	32.50'	23°25'43"	13.29'	S44°48'00"E	13.20'	N56°54'52"E	S33°05'08"E
C5	32.50'	41°36'07"	23.60'	S77°18'55"E	23.08'	N33°29'08"E	S56°30'52"E
C6	32.53'	20°46'58"	11.80'	N63°04'36"E	11.73'	N16°31'54"W	N73°28'06"E
C7	35.02'	27°23'59"	16.74'	N37°42'56"E	16.59'	N38°35'04"W	N51°24'56"E
C8	94.46'	26°44'57"	44.10'	N40°49'44"E	43.70'	N35°47'47"W	N54°12'13"E

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SHEET 3 OF 6
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DRAWN: J. HUSSEY | CHD. BY: CSB | PROJECT: 2020-020 | DWG.: 2020-020.DWG

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SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND RUN S00°19'08"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 15.05 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7085, PAGE 2835, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE S00°19'08"W, ALONG SAID EAST LINE, A DISTANCE OF 1287.87 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 24;
THENCE S88°58'39"W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 2616.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;
THENCE N00°20'16"E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1301.16 FEET TO THE NORTH QUARTER CORNER OF SECTION 24, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 13;
THENCE N00°02'58"E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 190.96 FEET;
THENCE DEPARTING SAID WEST LINE, RUN N56°17'18"E A DISTANCE OF 239.04 FEET;
THENCE N30°14'02"E A DISTANCE OF 109.77 FEET;
THENCE N21°40'54"E A DISTANCE OF 7.17 FEET TO THE EASTERLY LINE OF A DRAINAGE EASEMENT 55 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 466, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE S37°52'22"E ALONG SAID EASTERLY LINE OF SAID DRAINAGE EASEMENT A DISTANCE OF 10.01 FEET;
THENCE N52°07'38"E A DISTANCE OF 74.24 FEET;
THENCE N82°55'39"E A DISTANCE OF 152.07 FEET;
THENCE S82°24'54"E A DISTANCE OF 5.76 FEET;
THENCE S72°37'04"E A DISTANCE OF 27.02 FEET;
THENCE N54°03'36"E A DISTANCE OF 203.56 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°13'01", AN ARC LENGTH OF 59.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE N03°09'25"W A DISTANCE OF 56.03 FEET;
THENCE N38°27'46"W A DISTANCE OF 3.54 FEET;
THENCE N74°09'01"E A DISTANCE OF 8.58 FEET;
THENCE S80°44'55"E A DISTANCE OF 29.55 FEET;
THENCE N58°47'32"E A DISTANCE OF 55.24 FEET;
THENCE N53°51'03"E A DISTANCE OF 127.62 FEET TO THE POINT OF CURVATURE OF A 31.63 FOOT RADIUS CURVE TO THE LEFT;
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°51'14", AN ARC LENGTH OF 15.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N24°11'31"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 74.54 FEET;
THENCE N29°08'37"E A DISTANCE OF 17.59 FEET;
THENCE N39°38'35"W A DISTANCE OF 27.30 FEET;

LEGAL DESCRIPTION CONTINUED ON SHEET 5 OF 6 ⟶

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R/W = RIGHT-OF-WAY

SKETCH NOT VALID WITHOUT SHEETS: 1, 2, 3, 5 & 6

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2020-020	DWG.: 2020-020.DWG

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EVERGREEN INTEGRA COCOA LLC
CITY OF COCOA, FLORIDA

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 5/13/2020

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: *(CONTINUED FROM SHEET 4 OF 6)*

THENCE N38°19'42"E A DISTANCE OF 8.98 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 27.44 FEET, SAID CURVE HAVING A RADIAL BEARING OF N51°59'58"W;
THENCE FROM A TANGENT BEARING OF N38°00'02"E, RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°46'40", AN ARC LENGTH OF 43.95 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N07°53'18"W AND A CHORD LENGTH OF 39.40 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N54°06'55"W ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 0.60 FEET;
THENCE N26°17'13"E A DISTANCE OF 22.57 FEET;
THENCE N48°56'14"E A DISTANCE OF 41.19 FEET;
THENCE N56°47'48"E A DISTANCE OF 26.22 FEET;
THENCE N52°07'36"E A DISTANCE OF 12.27 FEET;
THENCE N38°19'14"E A DISTANCE OF 29.18 FEET;
THENCE N54°38'11"E A DISTANCE OF 108.95 FEET;
THENCE S36°36'44"E A DISTANCE OF 24.60 FEET;
THENCE N53°23'16"E A DISTANCE OF 86.47 FEET;
THENCE S67°51'04"E A DISTANCE OF 18.73 FEET;
THENCE S09°55'31"E A DISTANCE OF 27.16 FEET;
THENCE S33°05'09"E A DISTANCE OF 44.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.50 FEET;
THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'43" AN ARC LENGTH OF 13.29 FEET TO THE POINT OF TANGENCY;
THENCE S56°30'52"E A DISTANCE OF 13.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.50 FEET;
THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°36'07", AN ARC LENGTH OF 23.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE S89°20'09"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 22.34 FEET;
THENCE N85°32'31"E A DISTANCE OF 7.07 FEET;
THENCE N80°29'57"E A DISTANCE OF 68.41 FEET;
THENCE N79°17'09"E A DISTANCE OF 42.93 FEET;
THENCE N74°00'18"E A DISTANCE OF 16.14 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 32.53 FEET, SAID CURVE HAVING A RADIAL BEARING OF N16°31'54"W;
THENCE FROM A TANGENT BEARING OF N73°28'06"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'58", AN ARC LENGTH OF 11.80 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N63°04'36"E AND A CHORD LENGTH OF 11.73 FEET) TO THE POINT OF TANGENCY;
THENCE N52°41'07"E A DISTANCE OF 13.69 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 35.02 FEET, SAID CURVE HAVING A RADIAL BEARING OF N38°35'04"W;
THENCE FROM A TANGENT BEARING OF N51°24'56"E, RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°23'59", AN ARC LENGTH OF 16.74 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N37°42'56"E AND A CHORD LENGTH OF 16.59 FEET) TO THE POINT OF TANGENCY;
THENCE N24°00'57"E A DISTANCE OF 18.92 FEET;
THENCE N19°53'30"E A DISTANCE OF 41.16 FEET;
THENCE N11°26'55"W A DISTANCE OF 29.69 FEET;
THENCE N56°41'41"E A DISTANCE OF 16.95 FEET;

LEGAL DESCRIPTION CONTINUED ON SHEET 6 OF 6

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LEGEND:
ESMT. = EASEMENT
O.R.B. = OFFICIAL RECORDS BOOK
S.R. = STATE ROAD
R/W = RIGHT-OF-WAY

SHEET 5 OF 6
SKETCH NOT VALID WITHOUT SHEETS: 1, 2, 3, 4 & 6

DRAWN: J. HUSSEY	CHD. BY: CSB	PROJECT: 2020-020	DWG.: 2020-020.DWG

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CITY OF COCOA, FLORIDA

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CHRISTOPHER S. BOWERS P.S.M.
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SIGNING DATE: 5/13/2020

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SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: *(CONTINUED FROM SHEET 5 OF 6)*

THENCE N56°09'40"E A DISTANCE OF 45.73 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 94.46 FEET, SAID CURVE HAVING A RADIAL BEARING OF N35°47'47"W;
THENCE FROM A TANGENT BEARING OF N54°12'13"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°44'57", AN ARC LENGTH OF 44.10 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N40°49'44"E AND A CHORD LENGTH OF 43.70 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N49°34'52"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 18.28 FEET;
THENCE N53°22'06"E A DISTANCE OF 292.75 FEET;
THENCE CONTINUE N53°22'06"E A DISTANCE OF 7.75 FEET;
THENCE S79°10'18"E A DISTANCE OF 34.72 FEET;
THENCE N53°32'43"E A DISTANCE OF 217.52 FEET;
THENCE N05°19'59"E A DISTANCE OF 40.59 FEET;
THENCE N04°10'07"W A DISTANCE OF 16.81 FEET;
THENCE N53°23'16"E A DISTANCE OF 15.45 FEET;
THENCE S36°37'54"E A DISTANCE OF 18.11 FEET;
THENCE N53°22'05"E A DISTANCE OF 331.30 FEET TO A POINT LYING ON AN EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7085, PAGE 2835, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE S10°08'54"E ALONG SAID EASTERLY LINE A DISTANCE OF 1126.77 FEET;
THENCE S09°51'03"E A DISTANCE OF 695.40 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,951,902.86 SQUARE FEET, OR 136.637 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO:

A) 55 FEET WIDE DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 466, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

B) 50 FEET WIDE ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4978, PAGE 2861, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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SHEET 6 OF 6
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504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT

Integra Luxury Apartments

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this 30th day of December, 2019, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **INTEGRA LAND COMPANY**, a Florida corporation ("Developer"), whose address is 1525 International Parkway, Suite 2001, Lake Mary, Florida 32746.

WITNESSETH:

WHEREAS, Developer has entered into a contract to purchase approximately 150.35 acres, more or less, of real property located on the southeast side of State Road 524, approximately 3,300 feet northeast of the Cox Road/State Road 524 intersection, Cocoa, Brevard County, Florida, with Tax Parcel IDs 24-35-13-00-750 and 24-35-24-00-1, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, portions of the Property are zoned RU-1-7, Single-Family residential; RU-2-15, Multi-family residential; and C-N, Neighborhood Commercial, with a future land use of Low Density Residential and Neighborhood Commercial; and

WHEREAS, the Developer desires that the Property be developed into a luxury apartment complex consisting of five (5) apartment buildings and five (5) parking garages; and

WHEREAS, a height variance was previously granted by the City's Board of Adjustment on November 9, 2014, to allow for an increase in height from 35 feet to 45 feet and a site plan was also previously conditionally approved by the City's Planning and Zoning Board on April 8, 2015, to allow for the development of The Preserve at Cocoa (formerly the Tree Tops

development), which would have consisted of eight (8) apartment buildings with a total of 248 market-rate apartment units; and

WHEREAS, due to temporal limitations and conditions imposed by both the Board of Adjustment and Planning and Zoning Board in granting the variance and site plan, both approvals have long expired; and

WHEREAS, the previously granted height variance was premised upon the fact that the Property consists almost entirely of wetlands, with only approximately 8.7 percent of the Property being developable upland, and the height variance allowed the applicant to achieve use of its Property while largely conserving the wetlands; and

WHEREAS, the Developer now intends to propose a similar luxury apartment complex and intends to enhance public access opportunities to trails in the Cocoa Conservation Area and deed approximately 137 acres of wetland to the City of Cocoa; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Condition Precedent – Acquisition of Property by Developer. Developer represents and warrants to the City that they have entered into a binding written contract to purchase the Property ("Purchase Agreement") and that the Developer intends to expeditiously pursue the completion of the closing on the Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Property by the Developer shall be a condition precedent to the City issuing any site work permits, including building permits or clearing and grading permits. As such, Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing within sixty (60) days of the Effective Date of this Agreement ('Closing Date"). If Developer fails to complete the closing by the Closing Date, the City Manager shall have the right, in his sole discretion and by written notice, to either extend the Closing Date for a reasonable time period not to exceed three (3) months to allow Developer to complete the closing, or terminate this Agreement. Upon the Effective Date of this Agreement, the Developer shall provide the City Manager and City Attorney a complete copy of a current title commitment (with copies of all supporting documents) for closing on the Property so the Parties can determine whether the title commitment, including the items listed on Schedule B II Exceptions, causes any material impediment to the City's acquisition of a portion of the Property as described in Section 8.0 below. The City in its reasonable and sole discretion may declare any such impediment as a default, and Developer shall be afforded an opportunity to

cure said default under Section 27.0 of this Agreement. If the Developer fails to cure said default, the City Manager, in his sole discretion and by written notice, shall have the right to terminate this Agreement.

4.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a luxury, multi-family residential apartment community in the City of Cocoa with market-rate apartment units. The apartment buildings, all amenity buildings, and parking garages shall be constructed in a single phase and consist of approximately 249 apartment units. Developer agrees that the apartment community shall include no more than five (5) apartment buildings, five (5) parking garages, a community clubhouse, and other buildings necessary to serve the project ("the Project"). The Developer shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan. These amenities include the community clubhouse with an exercise/workout room; business center; "party room" that may be reserved by residents for events; swimming pool; two (2) Level 2+ electric car charging stations; and a public parking area and trailhead stub-out with a kiosk, with a pedestrian bridge for residents to access such trailhead, as described in Section 8.0 below. The Project is generally depicted on the Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Concept Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

5.0 Concept Plan. The Project shall be substantially developed in accordance with the Concept Plan which is attached hereto **Exhibit B**. The Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a floodplain development permit, final site plan, and final engineering plans (**"Final Engineering Plans"**) consistent with the Concept Plan in all material respects and in compliance with the City Code. The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be reasonably modified to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the proposed number of units; (c) a reduction in the required amenities as provided in Sections 4.0 and 8.0; or (d) a deviation from any condition provided in this Section. Developer acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the Final Engineering Plan process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and

dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference (**"Building Plans"**). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

7.0 Future Permitting. Upon the Effective Date of this Agreement, the Developer, at its expense, may prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the Project consistent with the Concept Plan. Should the Developer apply for final site plan approval for the Project prior to the Closing Date, the Developer acknowledges and agrees that any approval of such final site plan shall be conditioned upon the Developer conveying the property as provided in Section 8.0 below. The Developer further acknowledges and agrees that while the City may conduct a preliminary review of building permit or site work (clearing and grading) permit applications prior to the Closing Date, the City shall not issue any such permit until after the Closing Date. Further, the Developer shall diligently pursue and complete, in good faith, approval of the site plan within twelve (12) months of the Closing Date. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months as a result of the Developer failing to timely and properly pursue such approval, the City shall have the right to declare the Developer in default pursuant to Section 27.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement.

8.0 Project Enhancements; Conveyance of Property. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below, the Developer agrees to incorporate the following development enhancements into the final site plan and affect conveyance of a portion of the Property as follows:

(a) The Developer shall construct and provide a public parking area on the western side of the Property as generally depicted in the Concept Plan, consisting of ten (10) parking spaces with a cul-de-sac to allow for fire truck access and turnarounds, such that the public may access walking trails on the property to be conveyed to the City as provided below. The Developer shall further construct a trailhead access stub-out, which shall consist of a four (4)

foot walking trail into the conservation area from the parking area for a distance of ten (10) feet, with overhanging branches cleared to eight (8) feet high. The Developer shall also install an informational kiosk at the southern point of the ten (10) required parking spaces at the trailhead access. The Developer shall provide overhead lighting for the public parking area and a conduit to allow for future installation of an electric car charging station. The public parking area and trailhead shall be constructed in conjunction with the Project and in no event completed later than 18 months of building permit issuance. The Developer acknowledges and agrees that certificates of occupancy for the clubhouse and two apartment buildings may be issued prior to completion of the public parking area and trailhead. Further certificates of occupancy shall not be issued for the Project until the public parking area and trailhead is completed.

(b) Prior to receiving any certificate of occupancy, the Developer shall convey, free of charge and free and clear of all liens and mortgages, and other encumbrances that are not deemed by the City to be permitted exceptions that will interfere with the City's intended purpose and use for the land, a portion of its Property as further described herein. At minimum, the property to be conveyed by the Developer to the City shall consist of:

i. The entirety of Tax Parcel Number 24-35-24-00-1; and

ii. The portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, excluding the upland buffer and mitigated wetland, as determined by a wetland survey approved by the St. John's River Water Management District and the City; and

iii. The portion of Tax Parcel Number 24-35-13-00-750 west of the 55-foot drainage easement.

It is anticipated that the total conveyance shall consist of approximately 137 acres of wetland.

In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the property ("Written Notice"). The Written Notice must be accompanied by a survey and legal description, prepared by a duly registered and professional surveyor, of the new parcel that will be conveyed to the City, consisting of property identified in this subsection. The City shall have twenty (20) days to review the survey and notify the Developer of its acceptance or objection to the proposed legal description of the property to be conveyed. Should the City object to the legal description of the property to be conveyed, the City shall endeavor to negotiate with the Developer regarding such legal description. However, if the City and Developer cannot agree on the exact legal description of the lands to be conveyed to the City within thirty (30) days after the objection to the proposed legal description has been provided to the Developer, the City may terminate this Agreement.

The Developer shall obtain at the Developer's expense within fifteen (15) days from the City's acceptance of the survey and legal description, a commitment for an Owner's Title

Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") acceptable to the City, agreeing to insure title to the Property in an amount equal to the estimated assessed value of the property to be conveyed, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the City a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide the City standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the a warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable or unacceptable to the City for its intended purposes and proposed land uses, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may terminate this Agreement or the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

The Developer has indicated to the City its intent to grant a conservation easement over the entirety of Tax Parcel Number 24-35-24-00-1 and the portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, in favor of St. John's River Water Management District, prior to the conveyance of this property to the City. The Developer acknowledges and agrees that the City intends to use this property for purposes of installing hiking trails and other recreational amenities, as well as conducting activities outlined in the Cocoa Conservation Area Management Plan. Accordingly, the City will find any conservation easement granted over Tax Parcel Numbers 24-35-24-00-1 and 24-35-13-00-750 to be unacceptable for the City's intended purposes unless the conservation easement expressly permits the following minimum activities:

- Right to construct up to 12,000 linear feet of 10' trails and boardwalks;
- Right to mechanically maintain vegetation within the limits of the trails/boardwalks;

- Right to construct wayfinding and educational signage;
- Right to place benches;
- Right to use equipment to occasionally grade and compact the trail surface to maintain stabilized dirt suitable for bicycle and pedestrian activity;
- Right to remove exotic invasive species; and
- Right to rebuild damaged stormwater infrastructure and retain flood waters.

The Developer shall have six (6) months from the Effective Date of this Agreement to either (1) negotiate a satisfactory conservation easement, permitting the above bulleted activities ("Minimum Activities"); or (2) seek a modification of its St. John's River Water Management District permit to remove the conservation easement as a required form of wetland mitigation. Should the Developer fail to achieve either of these requirements within six (6) months of the Effective Date of this Agreement, the City shall be entitled to suspend any active building permits for the Project. However, the Developer may seek an extension of the six (6) month deadline from the City Manager for an additional four (4) month period, provided that Developer is diligently pursuing either a satisfactory conservation easement or a modification to its St. John's River Water Management District permit. The Developer shall keep the City Manager apprised of the status on its negotiations with St. John's River Water Management District on a monthly basis. Under no circumstances shall the City issue certificates of occupancy until the property conveyances required by this Section have been completed.

Notwithstanding anything to the contrary in this Section, the Developer agrees that Developer shall be solely responsible for satisfying all wetland mitigation requirements imposed by St. John's River Water Management District as a result of Developer's proposed impacts to wetlands for its own Project, specifically including any additional wetland mitigation requirements related to the Developer's Project that St. John's River Water Management District deems necessary in the future as a result of the City's performance of the Minimum Activities listed above. For example, if as a result of the City's future installation of a boardwalk in the conservation area, St. John's River Water Management District determines that the wetland mitigation value of the conservation easement for the Developer's Project is reduced, requiring payment for additional wetland mitigation credits or compliance with other wetland mitigation requirements for the Developer's Project, the Developer shall be solely responsible for such costs and completion of such requirements. The City agrees that it shall be responsible for any wetland mitigation costs required for the City's performance of the Minimum Activities listed above, less the additional costs associated with wetland mitigation required for the Developer's St. John's River Water Management District permit.

The City agrees that should the Developer abandon the Project after final site plan approval and conveyance of the above-described property, but prior to completion of construction and issuance of certificates of occupancy, the Developer's successors or assigns shall be permitted to apply the acreage of the above-described property if already conveyed to

the City for purposes of calculating density, floor area ratio, and maximum impervious surface or lot coverage, provided that, absent a written modification to this Agreement approved by the City Council, such calculations shall not be increased beyond that proposed in the final site plan and as provided in this Agreement for purposes of future development.

(c) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(d) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, optional roof top solar panels, and at least two (2) electric car charging stations as provided above.

(e) The Project shall incorporate enhanced landscaping along the SR 524 frontage, to include planting of trees at 40-foot intervals and mixed-species hedges.

9.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 8.0, the City Council hereby approves the following variance and waiver from the City Code:

(a) Appendix A Zoning, Article XI, Section 5(E) RU-2-15. The maximum building height may be increased from thirty-five (35) feet to fifty-seven (57) feet for apartment buildings. Communal buildings and parking garages shall be no more than thirty-five (35) feet in height.

(b) Appendix A Zoning, Article XI, Section 5(K) RU-2-15. The maximum building width may be increased from 200 feet to 233 feet for apartment buildings.

(c) Appendix A Zoning, Article XI, Section 5(F) RU-2-15. The minimum living area requirement for one-bedroom apartments shall be decreased from eight hundred (800) square feet to six-hundred thirty-eight (638) square feet for a maximum of 79 one-bedroom apartment units.

10.0 Performance Bond; Construction of Public Parking Area and Trailhead. Prior to building permit approval, the Developer shall be responsible for securing and filing with the City a performance guarantee for the construction of the public parking area and trail head access as provided in Section 8.0(a). The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted public parking area and trail head access. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for such amenities.

The City shall fully release the performance guarantee upon Developer's complete construction of the public parking area and trail head access. Whenever Developer fails to construct such amenities according to any approved development orders, the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including attorney's fees and costs expended by the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the public parking area and trail head access.

During construction, the Developer or its contractor shall furnish all labor, materials, supervision, equipment and transportation and will provide, directly or through third parties, all functions necessary to construct the public parking area and trailhead in accordance with the final site plan and all specifications of the City Code. Such functions shall include, without limitation, all engineering, design, make ready work, installation, and preparation of final As-Built drawings (the "Construction Services"). The City shall require the Developer or its contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to the Developer's, contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. The City shall not be responsible to the Developer or any other construction contractor for payments. The Developer shall be solely responsible for all costs of the Construction Services, including cost overruns that are the result of unforeseen and unbudgeted conditions or events of force majeure.

In addition, the construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the Construction Services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security.

The construction contractor and/or the Developer shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

11.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the

Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

12.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

13.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

14.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

15.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

16.0 Severability. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

17.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

18.0 Recordation. Upon full execution by the Parties and the closing required by Section 3.0, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

19.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

20.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's

right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

21.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

22.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

23.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

24.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

25.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

26.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

27.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting

party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

28.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within two (2) years of the Closing Date. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 27.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

29.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

30.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

31.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:
John A. Titkanich, Jr. AICP
City Manager

City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
David G. McDaniel
1525 International Parkway, Suite 2001,
Lake Mary, Florida 32746

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

32.0 **Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

33.0 **Sewer Lift Station.** The City has constructed a partial future sewer lift station for anticipated growth in the Cocoa Fire Station #3 area, which shall be completed by Developer to serve the Project unless it is first completed by another developer that is developing property along SR 524. The partial sewer lift station currently consists of a wet well, valve vault, and a portion of a sewer force main that is stubbed out at the east property line of the City's Fire Station #3. The Developer will be required to, at its sole expense, provide lift station design calculations, plans, and details for the construction and completion of the lift station per City specifications, which shall be included with the Final Engineering Plans for the Project. The Developer shall further be required to engage a utility contractor to furnish and install the pumps, piping, fittings, valves, mechanical systems, electrical systems, SCADA systems, and force main piping along the frontage of Fire Station #3 to make the lift station operational. A sewer impact fee credit will be awarded for the actual construction and materials cost of upsizing a portion of the force main to an 8" pipe (from a 4" force main pipe) and upsizing the associated pumps and improvements necessary to accommodate the larger force main pipe. No sewer impact fee credit shall be awarded for engineering costs. Further, no sewer impact fee credit will be earned unless the Developer completes construction of the lift station and oversizes to the City's satisfaction. It is estimated that the sewer impact fee credit to be awarded will be approximately $24,000.00.

All construction and materials expenditures eligible for impact fee credits shall be subject to approval by the City's Utility Director in advance of construction or purchase, with such approval not being unreasonably withheld or delayed so long as the credit is justified based on actual costs incurred to oversize the sewer lift station for other future city needs. The Developer agrees to complete construction of the sewer lift station, and the City shall accept construction thereof through its applicable site acceptance procedures, prior to the first certificate of occupancy being issued by the City for any apartment building. Prior to final acceptance, the Developer shall provide the City with copies of all applicable invoices, receipts, proof of payments, lien releases, warranties, maintenance letters of credit or maintenance bonds, and all documentation necessary for the City Utility Director's approval of the final amount of the impact fee credit. The City shall not be responsible or liable for providing any sewer impact fee credit which cannot be properly and reasonably documented in writing. Notwithstanding any of the foregoing, any impact fee credits approved by the Utility Director shall expire two (2) years from the Utility Director's approval of the final amount of the impact fee credit and shall be utilized to off-set the sewer impact fees incurred by the Developer related to the Project within such two year period.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

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

Date: 12/30/2019

ATTEST:

By: _____
Carie Shealy, City Clerk, MMC

CITY SEAL

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

Date: 12/30/2019
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

Signed, sealed and delivered in the presence of the following witnesses:

INTEGRA LAND COMPANY

David G. McDaniel, President

Date: 12-23-19

Signature of Witness

Nicholas Quiñones

Printed Name of Witness

Signature of Witness

Vickie Hansbrough

Printed Name of Witness

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 23rd day of December 2019, by David G. McDaniel, the President of Integra Land Company, a Florida corporation. He is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Barbara Brannon
My Commission GG 097783
Expires 05/07/2021

(Notary Public Signature)

BARBARA BRANNON

(Print Name)

Notary Public, State of FLORIDA

Commission No.: GG 097783

My Commission Expires: 05/07/2021

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL #1:
ALL OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, WHICH LIES SOUTHERLY OF STATE ROAD NO 524 (A 200.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD RIGHT OF WAY MAP SECTION 70070-2501) AND LESS AND EXCEPT THEREFROM THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213, OF THE BREVARD COUNTY PUBLIC RECORDS, SAID SUBJECT PARCEL BEING FULLY DESCRIBED AS FOLLOWS:
BEGIN AT A CONCRETE MONUMENT STAMPED "PRM#2412", WHICH MARKS THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 13, THENCE NORTH 00°08'35" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 413,73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 524, THENCE DEPARTING SAID WEST LINE, NORTH 53°28'30" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,805.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213: THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WESTERLY LINE OF OFFICIAL RECORDS BOOK 3338, PAGE 2213, THE FOLLOWING 2 COURSES TO WIT: SOUTH 10°03'38" EAST, A DISTANCE OF 1,390.07; SOUTH 09°45'48" EAST, A DISTANC E OF 680.18 FEET TO A POIN T ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 13, SAID POINT LYING 2.72 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 114 AS MEASURED ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4: THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°01'35" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2,614.01 FEET TO THE POINT OF BEGINNING.

PARCEL #2:
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 13, LYING SOUTHEASTERLY OF STATE ROAD 528, AND ALSO ALL OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
LESS AND EXCEPT PARCELS 'A' & 'B' DESCRIBED BELOW:
LESS PARCEL 'A':
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTHEASTERLY OF STATE ROAD 528, BREVARD COUNTY, FLORIDA.
LESS PARCEL 'B':

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIB ED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524 (A 200 FOOT RIGHT-OF WAY PER S.R.D RIGHT-OF-WAY MAP SECTION 70070-2501, SHEET 5 OF 8, DATED 12/09/70) WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, THENCE SOUTH 00°00'21' WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 2333,77 FEET; THENCE NORTH 10°09'57' WEST, A DISTANCE OF 695,56 FEET; THENCE NORTH 10°27'47' WEST, A DISTANCE OF 1390.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 524: THENCE NORTH 53°05'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 469 54 FEET TO THE POINT OF BEGINNING.

June 9, 2023

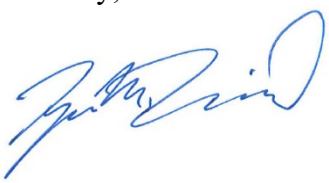
Jack Walsh
Utilities Director for the City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Letter for Public Lift Station Reimbursement per City of Cocoa and Integra Apartments Development Agreement, December 30, 2019 and amended on August 12, 2020

Dear Mr. Walsh,
I am writing to request reimbursement in the amount of twenty-four thousand dollars, ($24,000.00) to Evergreen Integra Cocoa LLC for completion of the public lift station as stipulated in the Development Agreement between the City of Cocoa and Integra Apartments. I have included the attached development agreement and addendum as Exhibit A, the back and support for the costs incurred as specified in the agreement as Exhibit B and our entity's W9 as exhibit C for billing purposes. I have also listed payment instructions below. Should you require additional information to complete the reimbursement, please contact me per the below signature.

Payable to: Evergreen Integra Cocoa LLC
Remit To: 1525 International Pkwy, Suite 2001
Lake Mary, FL 32746
Phone: (407) 833-3927
Fax: (407) 833-3967
Contact: Ryan McDaniel
Email: ryan.mcdaniel@integralandcompany.com
cc: bbrannon@integralandcompany.com
Terms: Net 10

Sincerely,



Ryan McDaniel
Integra Land Company - Vice President
ryan.mcdaniel@integralandcompany.com
C: (321) 363-6629

Exhibits:
- A. Development Agreement and Addendum
- B. Cost Backup
- C. Evergreen Cocoa LLC W9

RESOLUTION NO. 2023-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12143396&GUID=84DC2547-629B-4B47-BB56-269CDF74EF45* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	23-399	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	6/20/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	471391 - QUOTE.pdf BCSO-Vehicle-Contract-22-27-1.0-Duval-Ford.pdf FULLY EXECUTED Standard Form for Piggyback Contract No. BCSO 22-27-1.0.pdf SIGNED E-Verify Contractor Affidavit.pdf Q2022-273 CITY OF COCOA 900-ECO 12YD SW.pdf Sewer Equip. Co. Contract 101221.pdf Sewer Equipment 101221-SCA Pricing.pdf NJPA-COCOA, CITY OF-F5G 660A_38434-2_Quote.PDF National Auto Fleet Contract 091521.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 22, 2023
Agenda Date: July 11, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Acting Public Works Director
Requested Action:

Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance cost, equipment down time, vehicle equipment obsolescence, newer technology and more efficient vehicles

The following vehicles are budgeted in FY2023;

- 2 each 2023 Ford Explorer PPV Utility Police Patrol vehicles, for Cocoa Police Department, Utilizing BCSO Contract 22-227-1.0 $59,602 total $119,203
- 1 each 2023 Ford F550 Mini Dump for Water Field Operations, Utilizing Sourcewell Contract 091521-NAF & 060620-NAF $72,303
- 1 each 2023/2024 Wester Star 900-ECO 12YD Sewer Jet-Vac Truck for Sewer Field Operations Utilizing Sourcewell Contract #101221-SCA $476.000

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A

Amount Requested $119,203
Account Number 001-2100-521.64-00 CA2301
Account Name Capital Vehicles
(Budget shortfall of $1,169 included with June Cleanup)

Amount Requested $72,303
Account Number 421-4025-536.64-00 CA2301
Account Name Capital Vehicles

Amount Requested $476,000
Account Number 421-4125-536.64-00 CA2301
Account Name Capital Vehicles

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers

City of Cocoa

Prepared for:		Contract Holder	1/24/2023
City of Cocoa		Duval Ford	
Tony Jones		*James Morgan*	
321-863-8767		*(904) 870-5633*	
tjones@cocoafl.org		Jmorgan@danasafetysupply.com	
		Dealership Address:	
		1616 Cassat Ave	
		Jacksonville, FL 32210	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Labor Hours.	$65/ Hr	Code	Equipment	OEM Price	BCSO Contract Price	
		2023 k8a	FORD PISUV K8A AWD	$ 45,750.00	$ 46,504.88	Section One: VEHICLE
		51r	Unity Driver's side spot lamp	$ 371.00	$ 377.12	
		55f	Keyless entry , includes four fobs	$ 320.00	$ 325.28	
		99b	3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) GAS engine	$ (2,590.00)	$ (2,632.74)	
		43d	Dark Car Feature – Courtesy lamps disabled when any door is opened	$ 24.00	$ 24.40	
		47a	Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	$ 244.00	$ 248.03	
		593	Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless Entry Key Fob (55F)	$ 120.00	$ 121.98	
		68g	Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	$ 71.00	$ 72.17	
		76r	Reverse Sensing System	$ 259.00	$ 263.27	
		61b	OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	$ 52.00	$ 52.86	
		76p	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforement use Note: Not available with option 96W	$ 136.00	$ 138.24	
		86t	Tail Lamp / Police Interceptor Housing Only	$ 56.00	$ 56.92	
		17a	Rear Auxiliary Air Conditioning	$ 573.00	$ 582.45	
		um	AGATE BLACK	$ -	$ -	
			FLEET SPECIAL ADJUSTMENT	$ (485.00)	$ (485.00)	
			DEALER ACCOUNT ADJUSTMENT	$ (934.00)	$ (934.00)	
			FLEET ACCOUNT CREDIT	$ (1,285.00)	$ (1,285.00)	
		FREIGHT	OEM FREIGHT	$ 1,595.00	$ 1,595.00	
		Discount	Government Concession reflected in Base Vehicle Price	$ 1,800.00	$ (1,800.00)	
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
		Discount	Net invoice discounts for Account reflected in Base vehicle Price	4.25%		
		Ceiling Percentage Markup: Lighting		20%		
50	1	EVP	SQ 452821-G	$ 10,483.43	$ 12,580.12	Sectio
0	1		See Attached	$ -	$ -	
		Ceiling Percentage Markup: Accessories		29%		Sec
0	0			$ -	$ -	
		Final Delivery				
50		Labor	Total Labor Hours for installation of parts	$ 3,250.00	$ 3,250.00	Section 4: FINAL DELIVERY
	1	Freight	Freight on Parts	$ 439.17	$ 439.17	
	50	cocoa	Destination & Fuel to end user zip code	$ 2.00	$ 100.00	
		Temp Tag	Temporary Tag	$ 6.00	$ 6.00	
		Warranty	Extended Warranty excluded	$ -	$ -	
		NOTE	Order in system 1133.1134			
		UNIT COST			$ 59,601.16	

TOTAL QUANTITY	2	*TOTAL PURCHASE*	$ 119,202.31

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

Bill To	**Ship To**
DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENGSA5200RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: ORLAN Vin #: 1 - ALL REAR AND CARGO WINDOW, BLUE ONLY 2 - ALL BLUE LIGHTS 3 - ALL BLUE AND WHITE NO REAR WHITE WARNING AT NIGHT MANUAL SIREN PARK KILL- SIREN	697.0600	1,394.12
6	6	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: ORLAN Vin #:	146.8800	881.28
6	6	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: ORLAN Vin #:	35.4100	212.46
2	2	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: ORLAN Vin #:	250.1200	500.24
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	138.0000	552.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

Bill To	Ship To
DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPLB00V8H-2EC SOI 55"/139cm 10-16 Volt MPOWER 6 INCH LED LIGHTBAR W Warehouse: ORLAN Vin #:	1,600.0000	3,200.00
4	4	Y	ESLRL6105E SOI 61" SL RUNNING LIGHT BLUE/WHITE Warehouse: ORLAN Vin #: THE LIGHTS ARE SHIUT OFF WHEN VEHICLE IS IN PART	284.0000	1,136.00
4	4	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ORLAN Vin #:	19.3500	77.40
8	8	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: 4 MOUNTED LOW IN THE FRONT GRILL ON L BRACKETS 2 OUTSIDE LIGHTS TO GO WHITE WITH TD ALL 4 COME ON WHITE WITH SCENE	100.8800	807.04
8	8	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ORLAN Vin #:	7.4000	59.20
4	4	Y	EMPS1STS1B SOI MPOWER FASCIA 3" 4-LED STUD MNT BLUE Warehouse: ORLAN Vin #: MOUNTED IN FORD GRILL SPOT	61.7600	247.04

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

Bill To	**Ship To**
DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ORLAN Vin #:	24.2900	97.16
8	8	Y	EMPS4STS4E SOI MPOWER HD 4" 12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: 2 EA MOUNTED UP HIGH AND IN CENTER OF REAR CARGO WINDOW IN DUAL SHROUD	100.8800	807.04
4	4	Y	PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: ORLAN Vin #:	14.4100	57.64
4	4	Y	EMPS2QMS4J SOI MPOWER FASCIA 4"12-LED QUICK MNT RED/BLUE Warehouse: ORLAN Vin #: 1 ON EACH SIDE OF THE LIC PLATE. MOUNTED VERTICALLY RED COMES ON ONLY WITH BRAKE, NOT FOR WARANING	92.0000	368.00
8	8	Y	ELUC3H025E SOI Universal UnderCover Screw-In LED Insert Single Li Warehouse: ORLAN Vin #: 1 EA MOUNTED IN HEAD LIGHT, USE TWIST IN COLLAR THIS LIGHT WILL GO BLUE/WHITE IN SLIDE SWITCH 3 THE LIGHT WILL GO ALL WHITE WITH TD'S ON 1 EA MOUNTED IN TAIL LIGHT, USE TWIST IN COLLAR	58.5900	468.72

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

Bill To	**Ship To**
DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	PLUCTCL1 SOI REPLACEMENT COLLAR KIT FOR TWIST-IN UNDERCO Warehouse: ORLAN Vin #:	4.1400	33.12
2	2	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: ORLAN Vin #: MOUNTED IN THE CENTER OF THE REAR CORGO AREA. MAKE SURE THE SWITCH IS VISIBLE FROM THE REAR	61.2500	122.50
4	4	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: 1 ON EACH SIDE MOUNTED LOW ON THE BACK. MOUNTED HORIZONTALY WHITE COMES ON IN BU	92.0000	368.00

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Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

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DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

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E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7170-0734-09 GJ FORD 2020+ PI UTILITY CONSOLE KIT Warehouse: ORLAN Vin #: PACKAGE INCLUDES CONSOLE, MONGOOSE 9" LOCKING SLIDE ARM MOTION, DUAL CUPHOLDER, PRINTER ARMREST, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1 - 20032 1 - 7160-0432 1- 1- ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION **********	792.2100	1,584.42
4	4	Y	7160-0826 GAMBE Adjustable Mic Clip Warehouse: ORLAN Vin #:	26.3100	105.24
2	2	Y	OP-53O2USB BI 3 12VOLT PLUG W/ 2 USB PORT Warehouse: ORLAN Vin #:	48.0000	96.00
2	2	Y	PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: ORLAN Vin #:	664.7500	1,329.50
2	2	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: ORLAN Vin #:	210.1600	420.32

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

Bill To	Ship To
DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
E-mail:

Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	QK0566ITU20 SMC OEM REPLACMENT PRISONER SEAT W/ 12 VS CARO Warehouse: ORLAN Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition **********	1,006.6800	2,013.36
2	2	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: ORLAN Vin #:	308.3300	616.66
2	2	Y	TK0254ITU20 SMC CARGO BX W/OPEN TOP TRAY & SLIDING BASE W/KE LOCK Warehouse: ORLAN Vin #: 2020 PI UTILITY TOA TRAY OPEN TOP WITH ANCHOR POINTS BSK BASE SLIDING WITH KEY LOCK	1,007.3400	2,014.68
2	2	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: ORLAN Vin #: RADIO TRAY FOR CARGO BOX WITH NO LOCK **********	256.9300	513.86

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	471391-C
Customer No.	DUVALF

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DUVAL FORD	DSS ORLANDO - INSTALLATION DUVAL FORD FOR COCOA FLEET

Contact: RICHARD TACKETT
Telephone: 904-388-2144
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Contact:
Telephone:
E-mail: duvalford.com;Krystal Gibbens krystal.gibbens(

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/20/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2 PIUT FOR PATROL	2/10 NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Deland	TONY JONES	26-80154997700

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	185.0000	370.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT BLUE PRINT SOI Warehouse: ORLAN Vin #: INSTALL CUSTOMER SUPPLIED RADIO AND ANTENNA	3,250.0000	6,500.00

FREIGHT NOT INCLUIDED

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	01/24/23
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Subtotal	26,953.00
Freight	0.00
Order Total	26,953.00

Gordon Smith, Sheriff

SHERIFF

Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
Gordon Smith
Sheriff

TITLE:	**BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)**
EXECUTED:	09/13/22
EFFECTIVE:	**September 12, 2022**
TERM:	**FIVE (5) Years with Option to Extend/Renew**
ATTACHMENTS:	**A. SPECIFICATIONS** **B. PRICING AND DISCOUNTS**

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name

Date 9/13/22

VENDOR (Duval Ford)

Name **Richard Tackett: GM**

9/13/2022

Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchgaurd	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

__DUVAL FORD_____does:

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Contract Number BCSO 22-27-1.0

Bidder's Signature

9/5/22

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

		Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
Ranking: First	DEALER	Duval Ford	1.65	1
Ranking: Second		Bozard	4.75	2
Ranking: Third		No Bid	0	3
Ranking: Fourth		No Bid	0	4
Ranking: Fifth		No Bid	0	5
Ranking: Sixth		No Bid	0	6

Lowest % Markup = 56 pts	56
Second Finish = 44	44
Third and beyond = 0	0

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

PROPOSAL POINTS TOOL

	DEALER
DEALER	Duval Ford
	Bozard
	No Bid
	No Bid
	No Bid
	No Bid

	TAB ONE			TAB 2				TAB 3		TOTAL
	EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	OEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATATIONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
POINTS VALUE	4	3	3	4	2	2	2	3	2	
	4	3	3	4	2	2	2	3	2	25
	4	3	3	4	2	2	2	3	2	25
	0									0
	0									0
	0									0
	0									0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

	DEALER	Category 1 Points		CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Clay/ Duval/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS
DEALER	Duval Ford	56		YES	5	DUVAL	YES	4	HIGHEST	35	25	125
	Bozard	44		YES	5	ST JOHNS	YES	4		0	20	73
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0
	No Bid	0		NO	0		NO	0		0	0	0

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge
Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Duval Ford, 1616 Cassat Avenue, Jacksonville, FL 32210 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Bradford County Sheriff's Office, Starke, FL said contract being identified as: Purchase of Motor Vehicles, Contract No. BCSO 22-27-1.0. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Purchase of Motor Vehicles (see Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL., and Duval Ford. The term of said agreement shall be for the period effective date of signature of the City Manager through 09/30/2023.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Duval Ford
Attn: Richard Tackett
1616 Cassat Avenue
Jacksonville, FL 32210
(904)-387-6541
richard.tackett@duvalford.com

Duval Ford

Entered this _____ day of _____

Richard Tackett / General Manager

(Print Name / Title)

(Signature)

2/2/23

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: 2/3/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

SEAL

FLORIDA

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Duval Ford [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Duval Ford [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Duval Ford

Print Name: Richard Tackett

Date: 2/2/23

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/2/2023 (date) by Richard Tackett, President (name of officer or agent, title of officer or agent) of Duval Ford (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Driver's Lic (type of identification) as identification.

Michelle Forman

[Notary Seal] Notary Public

MICHELLE FORMAN
Notary Public-State of Florida
Commission # HH 42315
My Commission Expires
September 14, 2024

Name typed, printed or stamped Michelle Forman

My Commission Expires: 9/14/2024

JET-VAC Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
2/17/2022	Q2022-273

Name / Address
City of Cocoa 255 Olive Street Cocoa, Florida 32922

PLEASE VERIFY SHIP TO ADDRESS

City of Cocoa
Tony Jones
255 Olive Street
Cocoa, FL 32922

Phone 321-433-8668 Fax 321-433-8678

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

*** Training and Demonstrations held at our location or yours.**
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Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
SOURCEWELL CONTRACT #101221-SCA			
900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner to Include:	1	361,229.00	361,229.00T
Vacuum System:			
UPGRADE TO ROOTS 827 BLOWER (5000CFM @ 18"HG)			
8" Vacuum Hose system			
18" Hg vacuum rating			
Dual Cyclone Separator			
Dual Element 10 Micron Final Filter			
Remote Vacuum Relief			
Analog Vacuum Display			
(6) Tube / Tube Rack			
Boom:			
Telescoping Boom System			
Telescoping Reach 17' 2" to 27' 2"			
Hydraulic Powered Boom			
180° Working Radius			
Boom Joystick Control			
Debris Tank:			
12 Cubic Yard Capacity			
Exten Steel Construction			
Debris Level Indicator			
Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER)			
Dual Ported Rear Door w/ Knife Valve			
Dump Height 60"			
Hydraulic Open/Close/Lock Door			
Water System:			

Subtotal	
Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC
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Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
1300 Gallon Capacity Water Tank Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tube			
		Subtotal	
		Total	

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Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
(1) 8" X 4' Extension Tube			
(1) 8" x 6' Crowned Suction Nozzle			
(1) 6" x 10' Flat Discharge Hose			
(6) Quick Clamps			
BB Hose Guide			
Tri-Star (chisel point) nozzle			
DD (high flow) nozzle			
Finned Nozzle extension			
Nozzle Rack (Mounted midship toolbox)			
25' Fill Hose			
Upstream Pulley Guide			
Washdown gun			
Cleaner, Tip,Torch,Small			
(1) Hydrant Wrench			
(1) Paper Owner's Manual			
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION			
FOOTAGE METER (mounted on jet hose reel)			
500' x 1" I.D. x 2500 SEWER HOSE			
ADDITIONAL 200 GALLON DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY - (between rails)			
DIGITAL WATER TANK LEVEL GAUGE			
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)			
FILL HOSE STORAGE RACK			
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle			
		Subtotal	
		Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

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*** Classes and seminars held throughout the year.**

Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
(shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) (Confirm chassis horsepower requirements) CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship) Additional Extension Wand w/ High Flow Quick Connect Additional Rotary Digging Wand w/ High Flow Quick Connect - 8GPM Linear Digging Wand w/ High Flow Quick Connect - 10GPM Rear toolbox group w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder (2) ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail) BUMPER MOUNTED ALUMINUM TOOL BOX (1) 10"x12"x22" (mounted driver side front bumper) DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen) (Torque PTO Bolts & Studs @ 50ft-lbs) DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Manual/Electric Boom Control Valve (Control valves have built-in levers for manual boom control) (Located at midship control panel) Dual Variable Vacuum Control Valve (Located at both Hose Reel & Midship Stations) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)			
		Subtotal	
		Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
2/17/2022	Q2022-273

Name / Address
City of Cocoa 255 Olive Street Cocoa, Florida 32922

PLEASE VERIFY SHIP TO ADDRESS

City of Cocoa
Tony Jones
255 Olive Street
Cocoa, FL 32922

Phone 321-433-8668 Fax 321-433-8678

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

*** Training and Demonstrations held at our location or yours.**
*** World-class service and repair from our trained technicians.**
*** Tried and True Products that stand the test of time.**
*** On-site service and repair is available.**
*** Extensive inventory to fill your needs faster.**
*** Classes and seminars held throughout the year.**

Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch)			
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote is not in docking station)			
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab)			
(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)			
LED ARROW BOARD (factory standard)			
LED MANHOLE AREA WORK LIGHT			
LED CURBSIDE BODY MOUNTED WORK LIGHT			
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)			
LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR			
LED HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT W/ STORAGE			
(4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers)			
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER			
CENTRAL LUBRICATION SYSTEM			
HYDRAULIC TOOL CIRCUIT VIA CHASSIS TRANSMISSION PTO (rated @ 9.5gpm, system engaged via manual diverter valve and supplied with Parker 60 series connectors)			
Sourcewell Discount		-10,836.87	-10,836.87
Western Star 4700 Detroit Diesel 450HP Tandem Axle	1	134,791.00	134,791.00T

Subtotal	
Total	

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

JET-VAC Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

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Terms	Due on receipt - EQUIP...	Rep	JW2	FOB Shipping Point	Delivery

Description	Qty	Amount	Total
Shipping & Handling	1	3,000.00	3,000.00
Jet Vac Additional Discount		-12,183.13	-12,183.13
			0.00

Subtotal	$476,000.00
Total	$476,000.00

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

DocuSign Envelope ID: 9D50ACBA-95DC-4439-9F3D-09EB66C12FA3

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...

Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

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RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

Sewer Equipment #101221-SCA

Pricing for contract #101221-SCA offers Sourcewell participating agencies the following discounts:

- 3% discount off MSRP for all new equipment
- 5% discount off MSRP for parts and accessories
- 3% discount off published rates for rentals
- 3% discount off MSRP for buyout price for rentals, if applicable
- In addition, volume discounts may be offered on a case-by-case basis

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **38434-2**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
6/22/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/21/2023

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL F5G 660A **MSRP** $58,405.00

2023 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB DIESEL

CUSTOMER ID **BASE VEHICLE PRICE** $45,733.00

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
62R	PTO PROVISION	$275.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	$1,095.00
	FACTORY OPTIONS	**$1,780.00**

CONTRACT OPTIONS	DESCRIPTION	
PTC DU1113 PTO FDS	11' Godwin 184U steel dump body13" fold down sides with board pockets, includes 2" x 6" PT lumberDouble acting tailgate24" cab protectorBody powder coated blackLED light KitICC bumperWeight slip, second stage MSO, certify chassis1 Spring return tarp system, no arms1 HOIST, VC516DM Requires PTO1 PTO/Pump Combination1 Frame mounted 2" receiver hitch1 7 way RV & 4 flat trailer socket	$24,575.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$215.00
	CONTRACT OPTIONS	**$24,790.00**

VEHICLE TOTAL	**$47,513.00**
MSRP DISCOUNT	**18.6%**
ACCESSORY TOTAL	**$24,790.00**
CUSTOMER PRICE	**$72,303.00**

TRADE IN

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) QTY 1 $72,303.00

Estimated Annual payments for 60 months paid in advance: $16,192.90
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

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RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

Legislation Details (With Text)

File #:	23-401	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	6/23/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approval of the revised Emergency Pay Policy. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Current Emergency Pay Policy (July 2011).pdf Emergency Pay Policy FINAL (7-11-23).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2023
Agenda Date: July 11, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the revised Emergency Pay Policy.

BACKGROUND:

The responsibility of the City to serve its citizens dictates that some essential departments must remain staffed during hazardous weather or a state of local emergency. Employees are advised at the time of hire of this reporting requirement for their position and are required to complete advanced training to help prepare for this duty. The City has historically provided additional compensation for those employees that are required to report during the emergency declaration period. Additionally, employees released from duty and not required to work during the emergency have historically been paid for their regularly scheduled hours that are not worked due to closure of City facilities.

The City of Cocoa has experienced multiple hurricane events recently, which has provided Staff many chances to review the City's operational needs and opportunities for policy and process improvement. The City has five Collective Bargaining Agreements and an Employee Handbook that provides certain policies related to pay. Specifically, the Employee Handbook (Section 3.7) and LIUNA (Article 27) have policies related to Emergency Pay. The Emergency Pay policy addresses how employees are paid during an Emergency Declaration when City offices are closed.

The main need to update the policy is to get all employees under the same pay provisions for Emergency Pay. The benefit for doing this will ensure equity among all groups of employees and improve the payroll processing for the City. Additionally, the new policy expands language to help

clarify certain policy provisions. Research was also conducted among other municipalities in the area which provided comparisons and examples of policy language.

Summary of Emergency Pay Policy:

- Must be declared by City Council.
- Emergency Pay for up to seven calendar days.
- Key definitions were added.
- Emergency Administrative Leave with Pay for employees not required to work during emergency.
- Non-exempt employees will receive double time for all hours worked during emergency period in addition to the straight time for their regularly scheduled hours worked.
- Exempt employees will be paid straight time for all hours worked during the emergency period in addition to their normal salary schedule.

Policy change notices were provided to all bargaining unit representatives on June 21, 2023 to comply with the Collective Bargaining Agreements. Discussions are occurring with all bargaining representatives to explain the policy and there were no objections or any opposition to this new policy.

It is important to update this policy now due to us being in hurricane season. The remaining policies in the Employee Handbook will be brought back to Council after the draft revised Handbook has been completely evaluated and then provided to bargaining representatives.

STRATEGIC PLAN CONNECTION:

Public Safety/Community Standards and Organizational Effectiveness: Implementation of this new policy will improve organization efficiency, effectiveness, and enhance community disaster preparedness initiatives.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

This policy will have a budgetary impact in the event an emergency is declared by City Council and when the City adjusts work schedules for emergency operations. The overall impact of such activation would vary based on the duration of event and the ability to obtain public assistance from FEMA.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the revised Emergency Pay Policy

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3.7 Emergency Pay

You may be required to come into work due to an emergency. Generally, an emergency is declared by the President, Governor or Mayor due to inclement weather or terrorism. All employees will receive emergency pay for their regularly scheduled work days if the city is closed for business due to a declared emergency or other event. If an employee is required to report to work during the event, he/she will receive additional pay as follows:

- Hourly employees who are required to report to work will be paid for the hours worked and will receive emergency pay for their regularly scheduled work day.
- Exempt employees who are required to report to work will be paid an additional amount up to 12 hours per day and will receive emergency pay for their regularly scheduled work day.

With prior authorization from Department Directors, any employee who is unable to report to work may use personal leave, vacation leave, or sick leave (supported by a physician's statement). Requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

If you are sent home early due to an emergency situation, you will receive pay for your regularly scheduled hours of work. If you choose to go home, and the building is re-opened, you will be charged vacation time for any hours you took off.

Emergency Pay
Employee Handbook Policy

1. Applicability
    A. The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council.
    B. The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy.
    C. Emergency Pay shall go into effect after an Emergency Declaration has been made by City Council and when the City adjusts work schedules for Emergency Operations. Emergency Pay will cease when schedules return to regular shifts or as identified by City Manager or designee.
    D. Employees may be required to report to work during an emergency. Determinations of who is required to report are made on an incident-by-incident basis and will be determined by Department Directors or designee.
2. Definitions
    A. Disaster - natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in an emergency declaration.
    B. Emergency – any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
    C. Emergency Declaration - a Resolution made by City Council that a disaster or imminent disaster may exceed current policy spending thresholds and authorizes the City Manager or Finance Director to execute necessary response and/or recovery capabilities.
    D. Emergency Operations Center (EOC) - centralized location of emergency response and recovery support operations during incidents.
    E. Emergency Pay – Additional pay for hours worked during the emergency declaration.
    F. EOC Activation Levels

        Level 1 Full Scale Activation of EOC - The EOC will be staffed by essential personnel and all Emergency Support Functions.

        Level 2 Partial Activation of EOC – The EOC will be partially staffed with necessary personnel and emergency support functions.

        Level 3 Monitoring Activation of EOC – This is a monitoring phase and this policy does not apply to this level.

D. Operational Period – Period of time scheduled for executing a given set of operational actions, typically for a twelve (12) hour duration.
E. Unforeseen Circumstances - Unanticipated event or situation that requires immediate attention and response.

3. Compensation
   A. Compensation for employees not required to work:
      1) Employees released from duty during their shift due to the emergency shall receive Emergency Administrative Leave with Pay for the number of scheduled work hours not worked.
      2) Employees not required to work due to the emergency will receive Emergency Administrative Leave with Pay for the leave time to cover the number of regular scheduled hours that occurred during the closure.
   B. Compensation for non-exempt employees required to work:
      1) Non-exempt employees, including part-time employees, will be paid at straight time for the number of regularly scheduled hours worked during the emergency.
      2) Non-exempt employees, including part-time employees, will also receive double-time emergency pay for all hours worked during the emergency period.
   C. The Emergency Administrative Leave with Pay hours and the regularly scheduled hours worked will count as hours worked for the purpose of computing overtime. The Emergency Pay double time code will not count as hours worked for the purposes of the computing overtime.
   D. Compensation for exempt employees required to work:
      1) Exempt employees will be paid straight time for all hours worked during the emergency in addition to their normal salary.

4. Other Emergency Pay Criteria
   A. Sleep time shall be included as hours worked for employees who are required to work and not permitted to leave the work site premises.
   B. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.
   C. Certain Collective Bargaining Agreement provisions, if applicable, will not apply during the defined Emergency Declaration, including, but not limited to, overtime provisions, shift differential, LIUNA standby pay, call-in/on-call, notice of shift change, and holiday pay premium.
   D. Should a City observed Holiday fall during an emergency period, the emergency pay policy provisions will apply and holiday pay policies will not apply.

E. Auto lunch deductions for non-exempt employees will be removed from the time-keeping system during the emergency pay period.
F. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities after a declared emergency period (storm drain clearing, debris clean-up, water main breaks, etc.) will be compensated in accordance with the regular CBA and/or policy provisions.

5. Additional Policy Criteria
   A. Employees who are required to work and fail to report for work during an emergency period shall be subject to disciplinary action, up to and including termination.
   B. Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for Workers' Compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
   C. An employee, who is on approved vacation and/or sick leave and is not required to return to work, shall be charged the leave for which they were approved and will not receive emergency pay for the emergency period.
   D. An employee who is on a regularly scheduled day off and is not required to report to work, shall not receive emergency pay compensation.
   E. The City Manager or designee shall have the authority to cancel some or all approved leaves.
   F. In some cases, an early dismissal may be granted to allow employees time to prepare their personal homes and families for such expected emergency event. The dismissal time(s) may vary by department. Employees who depart before the time set for dismissal are charged appropriate leave in accordance with paid time off policies.
   G. With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

Emergency Pay
Employee Handbook Policy

6. Payroll Instructions

A. All hourly employees who report during the emergency period are required to punch in/out in the timekeeping system.

B. Time punches shall not be deleted from the timekeeping system at any time.

C. Follow codes and descriptions below for assistance with time-card coding:

Hours Code (GF/UT)	Code Description	Use of Code
HD	Emer Admin Leave	Pay to cover regular scheduled hours for employees who are at home during closure.
47/97	Emergency Pay Str	Non-Exempt: Replace Regular Pay code with this code for regular scheduled hours. Exempt: Add line for all hours worked for emergency pay.
45/95	Emer Dbl Pay	Non-Exempt: Add line for all hours worked for emergency pay during emergency period.

Legislation Details (With Text)

File #:	23-406	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/23/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2023-069 (Building Permit Fee Schedule).pdf Permit Fee schedule (Rev 7-11-2023).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety.

BACKGROUND:

Under Florida's regulatory system of building construction, local governments are responsible for administering and enforcing the building code provisions of the Florida Building Code. Toward that end, Section 553.80, *Florida Statues,* enables local governments to provide a schedule of fees for the purposes of carrying out its statutory responsibility to enforce the Florida Building Code. The fee schedule shall be based on direct costs and reasonable indirect costs associated with review of building plans, building inspections, re-inspections and building permit processing; building code enforcement; and fire inspections associated with new construction. building code enforcement; and fire inspections associated with new construction. The fees also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractors.

In August 2022, Staff updated the Fee Schedule with Resolution 2022-085, increasing the base fees for Residential and Commercial permits. This change to the Fee Schedule adds language that is consistent with the Planning and Zoning Fee Schedule, including a mechanism for the City to pass

through fees related to third part reviews. No other fees were revised as part of this Resolution.

Staff recommends approving Resolution 2023-XXX, revising the Building Permit Fees Schedule and repealing Resolution 2022-085 in its entirety.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Resolution 2022-085 approved on August 23, 2022 revising the Building Permit Fee Schedule.

RECOMMENDED MOTION:

Approve Resolution No. 2023-069 revising the Building Permit Fee Schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2022-085 in its entirety.

RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REVISING THE BUILDING PERMIT FEE SCHEDULE RELATED TO THE ISSUANCE OF BUILDING PERMITS PURSUANT TO THE FLORIDA BUILDING CODE; REPEALING RESOLUTION 2021-058 IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF PRIOR, INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, section 166.222, Florida Statutes, provides that the City Council may establish a schedule of reasonable fees in order to defer the costs of inspection and enforcement of the provisions of the Florida Building Code; and

WHEREAS, the City Council previously adopted Resolution 2022-085, which set forth the City's various fees related to Florida Building Code permitting and processing; and

WHEREAS, the City Council desires to repeal Resolutions 2022-085 in its entirety and to adopt the updated and revised fee schedule set forth herein; and

WHEREAS, the City Council deems this Resolution to be in the best interest of the health, safety and welfare of the citizens of the City of Cocoa.

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

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are adopted by the City of Cocoa as though fully set forth herein.

SECTION 2. Adoption of Fee Schedule. Pursuant to its authority set forth in section 166.222, Florida Statutes, the City Council of the City of Cocoa hereby adopts the fee schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference.

SECTION 3. Repeal of Prior Inconsistent Resolutions. City of Cocoa Resolution 2022-085 is hereby repealed in its entirety, and any other prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for

substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This resolution shall become effective **July 11, 2023** upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a City Council Meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Revised 7-11-2023

"EXHIBIT A"

Residential Occupancy Construction*		
Permit Type	**Valuation**	
	First $1,000 of project cost	**$1,001 +**
Building	$75	$75, plus $4/$1,000
Non-Residential (Commercial) Construction*		
Permit Type	**Valuation**	
	First $1,000 of project cost	**$1,001 +**
Building	$100	$100, plus $6/$1,000

*There shall be no building, electric and plumbing permit fees for any building, electric or plumbing permit application filed with the City related to the installation of solar photovoltaic and thermal systems.

*There is a State Surcharge of 2.5% of the "building" permit cost or $4.00, whichever is greater for all building permits.

Building Code (Residential & Non-Residential) - Chapter 170	
Permit Application Processing Fee	$25.00
Temporary Certificate of Occupancy	$100 per request
Extension of Time	$50.00
Plan Revisions	$75 per request
Re-inspection Fee (1st re-inspection is free)	$75 (2nd), $100 (3rd), $125 (4th and above)
Re-Issue Permit (change of contractor, subcontractor, owner)	$50.00
Electrical Meter Reset Inspection	$50
Review and stamping additional sets of plans	$10.00 per page
Work without a permit**	Up to 4 times the permit fee amount
Failure to schedule final inspection	$100
Flood Plain Review (Chapter 174)	$75
Adding Electrical Subcontractor to permit	$75
Adding Plumbing Subcontractor to permit	$75
Adding Mechanical Subcontractor to permit	$75
Change of Contractor	$50

**This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. However, in all cases the required permit(s) must be submitted within two (2) business days and any unreasonable delay in obtaining those permit(s) shall result in a penalty of one hundred percent (100%) of the usual permit fee in addition to the required permit fees. The Building Official may grant extensions of time or waive penalty fees when justifiable cause has been demonstrated in writing.

There will be no after hours, specific time or same day inspections scheduled. AM or PM will be the only selection option and inspections are conducted between 8:00AM and 4:00PM, during the City's operational days.

Permit fee refunds: No refund will be granted on any permit with a fee of less than the base residential fee or base commercial fee. For permits having a fee in excess of the base permit fee, up to fifty percent (50%) of the amount in excess of the base fee may be refunded, provided a written request with the original permit attached is submitted to the building official within ninety (90) days of the permit's date of issuance. Such written request should state the reasons the refund is requested. The Building Official may, in the Building Official's sole discretion and upon good cause, authorize a refund of any permit fee in excess of the base fee.

Residential Flat Fee Permits – the following permit types will be charged a flat permit fee for all residential projects:

Flat Fee Permit Schedule	Residential
Concrete Slab	$75
Construction Trailer	$75
Demolition	$75
Driveway	$75
Exterior Siding	$75
Fences/Masonry Wall/Retaining Wall	$75
Hurricane Shutters (non-electric)	$75
HVAC (replacement only - ONE AHU and/or ONE Condenser unit) – Over 1 unit charged based on value*	$75
Land Clearing	$75
Shed	$75
Signs (non-illuminated/temporary)	$75
Swimming Pool (above ground)	$75
Swimming Pool Repair	$75
Tent (temporary)	$75

All other Residential Permit Fees will be charged Based on Valuation (BOV).

*HVAC replacement only for ONE AHU and/or ONE Condenser Unit. Any permit with two or more AHU's or Condensers will be charged based on valuation.

Commercial Flat Fee Permits – the following permit type will be charged a flat permit fee:

Flat Fee Permit Schedule	Residential
Construction Trailer	$100

All other Commercial Permit Fees will be charged Based on Valuation (BOV).

***The City of Cocoa shall reserve the right to utilize a third-party consultant for reviews of all or a portion of a permit application related to the Building Permit Schedule including, but not limited to, reviews requiring technical assistance on certain projects or extensive expertise in the subject matter. The applicant will be responsible for the third-party fees based on the quotation, and a 25% administrative fee, but will not be subject to the application fees above.**

Legislation Details (With Text)

File #:	23-408	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	6/27/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3rd Renewal through 8.7.23 - City of Clermont.pdf City of Clermont Danus Contract 2017-89 Pricing.pdf City of Clermont Danus Utilities Agreement No. 2017-89.pdf Danus COI Exp 7-2-24.pdf FULLY EXECUTED Standard Form for New Piggyback Contract No. RFB 2017-89_Danus Utilities.pdf SIGNED E-Verify Contractor Affidavit.pdf Quote XL 6.27.23.5.pdf Quote XL 6.27.23.6.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2023
Agenda Date: July 11, 2023
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Donnie Howard, Field Operations Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 12 and 32. 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.

City staff is requesting the use of the City of Clermont Contract No. 2017-89 for 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 Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $84,875.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$84,875
Account Number	421-4125-536.46-00
Project Number	WS1409
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On July 26, 2016 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On April 11, 2017 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On March 13, 2018 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020.

On May 22, 2019 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020, Renewed Through August 7, 2023; and To Authorize a Budgeted Expenditure for these Services not to Exceed $84,875.

DocuSign Envelope ID: 800AEC54-897F-4441-8CF3-6252FCDD3D43

FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
fsuarez@clermontfl.org

June 1, 2022

Dan J Pardus
Danus Utilities, Inc.
4133 Saddle Club Drive
New Smyrna Beach, FL 32168

Re: 3rd Contract Renewal Notice for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, No. 2017-89

Dear Mr. Pardus:

The current awarded period on the above referenced contract is due to expire on August 7, 2022. There is a provision for an extension in this contract for up to three (3) additional one (1) year terms. It is the intent of the City to exercise the renewal option and extend the contract for an additional 1-year, ending in August 7, 2023.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional 1-year term. Your response should be received in the Procurement Services Department no later than ten (10) business days from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract. **Make sure to send a copy of your insurance certificate stating the City of Clermont as additional insured to** agates@clermontfl.org.

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

I want to extend the current contract for Sanitary Sewer Manhole and Lift Station Rehabilitation Services, No. 2017-89 for an additional one (1) year term at the same terms and conditions.

X Yes _____ No

DocuSigned by:
Dan J Pardus
EDBF7F27822A4E5...
Contractor Signature

6/1/2022
Date

Dan J Pardus
Printed Name of Signer

President
Title of Signer

Comments:

EXHIBIT A

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100 / S.F.	$25.00	$2,500.00
10.a	Bypass 8 in. Sewer Setup	9 / Each	$750.00	$6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4 / Each	$900.00	$3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4 / Each	$1,000.00	$4,000.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
10.d	Sewer Bypass 4 in. Pump	25 / per day	$600.00	$15,000.00
10.e	Sewer Bypass 6 in. Pump	10 / Per Day	$650.00	$6,500.00
10.f	Sewer Bypass 8 in. Pump	10 / Per Day	$900.00	$9,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10 / Each	$2,250.00	$22,500.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4 / Each	$3,300.00	$13,200.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4 / Each	$5,300.00	$21,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5 / Each	$500.00	$2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2 / Each	$600.00	$1,200.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2 / Each	$700.00	$1,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2 / Each	$800.00	$1,600.00
13	Removal of Existing Coating	200 / S.F.	$7,50	$1,500.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10 / Each	$6,100.00	$61,000.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4 / Each	$8,300.00	$,33,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4 / Each	$14,000.00	$56,000.000
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4 / Each	$18,000.00	$72,000.000

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4 / Each	$21,800.00	$87,200.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5 / Each	$4,600.00	$23,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	2 / Each	$4,900.00	$9,800.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	5 / Each	$6,600.00	$33,000.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	2 / Each	$6,900.00	$13,800.00
17.a	Temporary Bypass Riser – 4 in.	5 / Each	$1,000.00	$5,000.00
17.b	Temporary Bypass Riser – 6 in.	2 / Each	$1,200.00	$2,400.00
17.c	Temporary Bypass Riser – 8 in.	2 / Each	$1,400.00	$2,800.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10 / Each	$1,750.00	$17,500.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$2,075.00	10,375.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5 / Each	$2,760.00	$13,800.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$3,320.00	$16,600.00
20	Furnish and Install 3 in. Drain	5 / Each	$400.00	$2,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5 / Each	$350.00	$1,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5 / Each	$800.00	$4,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2 / Each	$1,000.00	$2,000.00
22.c	Drain and Clean Wet Well – 10 ft.	3 / Each	$1,200.00	$3,600.00
22.d	Drain and Clean Wet Well – 12 ft.	3 / Each	$1,400.00	$4,200.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
23.a	Connect Lift Station Piping to Existing Force Main – 4 in.	5 / Each	$1,000.00	$5,000.00
23.b	Connect Lift Station Piping to Existing Force Main – 6 in.	2 / Each	$1,100.00	$2,200.00
23.c	Connect Lift Station Piping to Existing Force Main – 8 in.	2 / Each	$1,200.00	$2,400.00
23.d	Connect Lift Station Piping to Existing Force Main – 10 in.	2 / Each	$1,350.00	$2,700.00
23.e	Connect Lift Station Piping to Existing Force Main – 12 in.	2 / Each	$1,575.00	$3,150.00
24.a	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2 / Each	$7,000.00	$14,000.00
24.b	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$9,000.00	$27,000.00
24.c	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$14,000.00	$42,000.00
24.d	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$18,000.00	$54,000.00
24.e	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3/ Each	$21,800.00	$65,400.00
25.a	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1/Each	$8,300.00	$8,300.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
25.b	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1/Each	$11,200.00	$11,200.00
25.c	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1/Each	$14,250.00	$14,250.00
25.d	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1/Each	$21,250.00	$21,250.00
26.a	2-in. Line Stop	1/Each	$3,250.00	$3,250.00
26.b	4-in. Line Stop	1/Each	$4,000.00	$4,000.00
26.c	6-in. Line Stop	1/Each	$4,250.00	$4,250.00
26.d	8-in. Line Stop	1/Each	$5,000.00	$5,000.00
26.e	10-in. Line Stop	1/Each	$6,750.00	$6,750.00
26.f	12-in. Line Stop	1/Each	$7,250.00	$7,250.00
26.g	14-in. Line Stop	1/Each	$8,500.00	$8,500.00
26.h	16-in. Line Stop	1/Each	$9,500.00	$9,500.00
			Total Amount	**$908,825.00**

REVISED SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Danus Utilities, Inc.
Street Address:	3725 Delphini Park Lane, Sanford, FL 32771
Mailing Address (if different):	4133 Saddle Club Dr, New Smyrna Beach, FL 32168
Telephone:	386-233-5588 Fax: 407-878-1254
Email:	Danus Utilities, Inc. Payment Terms: ____ % ____ days, net ____
FEIN:	27 - 0404772 Professional. License No.: CUC1224744
Signature:	Date: 7/13/2017
Print Name:	Dan J Pardus Title: President
Does the respondent accept payment using the City's MASTERCARD?	☐ Yes ☒ No

END OF SECTION – C

AGREEMENT FOR
LIFTSTATION REHABILITATION SERVICES

THIS AGREEMENT, is made and entered into this 8th day of August 2017, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC., whose address is: 4133 Saddle Club Dr., New Smyrna Beach, FL, 32168 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issue RFB 17-040 titled Sanitary Sewer Manhole and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 13, 2017 to RFB 17-040;

WHEREAS, CITY desires to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 17-040 and CONTRACTOR's response thereto;

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

ARTICLE I – SCOPE OF WORK

The CONTRACTOR shall furnish labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work for liftstation rehabilitation services as set forth in Exhibit "B", Statement of Work, described in CITY's RFB 17-040 and CONTRACTOR's July 13, 2017 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

ARTICLE II – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to

CONTRACTOR b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

3. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one (1) year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

ARTICLE IV – COMMENCEMENT AND COMPLETION OF WORK

CITY shall authorize services to be provided hereunder by issuing a purchase order to CONTRACTOR. Prior to the issuance of a purchase order, CITY shall notify CONTRACTOR and CONTRACTOR shall, at its expense, within twenty-four 24 business hours of such notification pick-up the subject tires.

ARTICLE V – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of the vehicle to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted and undisputed services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE VI – 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 CITY 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 Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE VII – 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 Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, 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

3. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY 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 CITY 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 CITY for the indemnification provided herein.

ARTICLE VIII – 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.
4133 Saddle Club Dr.
Sanford, FL 32771
Attn: Dan J. Pardus, President

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE IX – 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. Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, 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. Public Records. Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

   (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

   (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

   (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all

records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE X – AGREEMENT DOCUMENTS

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

Document Precedence:

1. This Agreement

2. Purchase Order

3. All documents contained in City of Clermont RFB 17-040 and any amendments thereto.

4. CONTRACTOR's July 13, 2017 response to RFB 17-040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of August, 2017.

City of Clermont

Gail L. Ash

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd Howe, City Clerk

DANUS UTILITIES, INC.

By: _____
(Signature)

Dane J Pardus / President
(Name & Title Printed or Typed)

Attest: _____
Corporate Secretary

Alice Pardus
(Name Printed or Typed)

EXHIBIT A

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100 / S.F.	$25.00	$2,500.00
10.a	Bypass 8 in. Sewer Setup	9 / Each	$750.00	$6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4 / Each	$900.00	$3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4 / Each	$1,000.00	$4,000.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
10.d	Sewer Bypass 4 in. Pump	25 / per day	$600.00	$15,000.00
10.e	Sewer Bypass 6 in. Pump	10 / Per Day	$650.00	$6,500.00
10.f	Sewer Bypass 8 in. Pump	10 / Per Day	$900.00	$9,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10 / Each	$2,250.00	$22,500.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4 / Each	$3,300.00	$13,200.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4 / Each	$5,300.00	$21,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5 / Each	$500.00	$2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2 / Each	$600.00	$1,200.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2 / Each	$700.00	$1,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2 / Each	$800.00	$1,600.00
13	Removal of Existing Coating	200 / S.F.	$7,50	$1,500.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10 / Each	$6,100.00	$61,000.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4 / Each	$8,300.00	$,33,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4 / Each	$14,000.00	$56,000.000
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4 / Each	$18,000.00	$72,000.000

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4 / Each	$21,800.00	$87,200.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5 / Each	$4,600.00	$23,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	2 / Each	$4,900.00	$9,800.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	5 / Each	$6,600.00	$33,000.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	2 / Each	$6,900.00	$13,800.00
17.a	Temporary Bypass Riser – 4 in.	5 / Each	$1,000.00	$5,000.00
17.b	Temporary Bypass Riser – 6 in.	2 / Each	$1,200.00	$2,400.00
17.c	Temporary Bypass Riser – 8 in.	2 / Each	$1,400.00	$2,800.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10 / Each	$1,750.00	$17,500.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$2,075.00	10,375.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5 / Each	$2,760.00	$13,800.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$3,320.00	$16,600.00
20	Furnish and Install 3 in. Drain	5 / Each	$400.00	$2,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5 / Each	$350.00	$1,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5 / Each	$800.00	$4,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2 / Each	$1,000.00	$2,000.00
22.c	Drain and Clean Wet Well – 10 ft.	3 / Each	$1,200.00	$3,600.00
22.d	Drain and Clean Wet Well – 12 ft.	3 / Each	$1,400.00	$4,200.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
23.a	Connect Lift Station Piping to Existing Force Main – 4 in.	5 / Each	$1,000.00	$5,000.00
23.b	Connect Lift Station Piping to Existing Force Main – 6 in.	2 / Each	$1,100.00	$2,200.00
23.c	Connect Lift Station Piping to Existing Force Main – 8 in.	2 / Each	$1,200.00	$2,400.00
23.d	Connect Lift Station Piping to Existing Force Main – 10 in.	2 / Each	$1,350.00	$2,700.00
23.e	Connect Lift Station Piping to Existing Force Main – 12 in.	2 / Each	$1,575.00	$3,150.00
24.a	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2 / Each	$7,000.00	$14,000.00
24.b	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$9,000.00	$27,000.00
24.c	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$14,000.00	$42,000.00
24.d	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$18,000.00	$54,000.00
24.e	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3/ Each	$21,800.00	$65,400.00
25.a	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1/Each	$8,300.00	$8,300.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
25.b	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1/Each	$11,200.00	$11,200.00
25.c	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1/Each	$14,250.00	$14,250.00
25.d	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1/Each	$21,250.00	$21,250.00
26.a	2-in. Line Stop	1/Each	$3,250.00	$3,250.00
26.b	4-in. Line Stop	1/Each	$4,000.00	$4,000.00
26.c	6-in. Line Stop	1/Each	$4,250.00	$4,250.00
26.d	8-in. Line Stop	1/Each	$5,000.00	$5,000.00
26.e	10-in. Line Stop	1/Each	$6,750.00	$6,750.00
26.f	12-in. Line Stop	1/Each	$7,250.00	$7,250.00
26.g	14-in. Line Stop	1/Each	$8,500.00	$8,500.00
26.h	16-in. Line Stop	1/Each	$9,500.00	$9,500.00
			Total Amount	**$908,825.00**

REVISED SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Danus Utilities, Inc.
Street Address:	3725 Delphini Park Lane, Sanford, FL 32771
Mailing Address (if different):	4133 Saddle Club Dr, New Smyrna Beach, FL 32168
Telephone:	386-233-5588 Fax: 407-878-1254
Email:	Danus Utilities, Inc. Payment Terms: ____ % ____ days, net ____
FEIN:	27 - 0404772 Professional. License No.: CUC1224744
Signature:	Date: 7/13/2017
Print Name:	Dan J Pardus Title: President
Does the respondent accept payment using the City's MASTERCARD?	☐ Yes ☒ No

END OF SECTION – C

PART 1: GENERAL

1.01 SUMMARY

A. These specifications shall govern all labor, material, equipment and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium alimunate cementitious liner to the wall, ceiling and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in specifications.

1.02 SUBMITTALS

A. Submit manufacturer's material data and application and installation instructions for all products used for approval prior to use.

B. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for reconstruction of sanitary sewer manholes and lift station on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

1.03 QUALITY ASSURANCE

A. Use, mix, apply and cure all products in accordance with the manufacturer's recommendations and instructions.

B. Install all products in accordance with the manufacturer's recommendations and instructions.

PART 2: PRODUCTS

2.01 MATERIALS

A. Patching Mix:

1. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

B. Infiltration Control Mix:

1. A rapid-setting cementitious product specifically formulated for infiltration control.

C. Grouting Mix:

1. A rapid-setting cementitious grout specifically formulated for stopping very active infiltration and filling voids.
2. A rapid setting chemical grout specifically formulated for stopping very active infiltration.

D. Liner Mix:

1. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement. No substitutions will be allowed.

2. Materials shall be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

3. The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.

E. Bonding Compound:

Material shall be modified cementitious bonding compound that protects exposed reinforcement steel and enhances bond of overlay to substrate.

F. Water:

Water shall be clean and potable and shall be provided by the city at designated fill stations.

PART 3: EXECUTION

3.01 PREPARATION

A. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.

B. Remove foreign, loose and unsound concrete and masonry material not able to be removed by high pressure water spray may require the use of mason's or mechanical tools for removal.

C. Clean the interior surfaces of the manhole/lift station with high pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent or other chemicals to remove grease, oil and other contaminants that would prevent good bond between the existing manhole interior surface and the liner material.

D. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.

E. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

F. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.

G. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.

H. Areas of manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification shall be brought to the attention of the Director. A suitable repair method shall be developed for each area and submitted to the Director for review prior to commencing the repair.

I. Prepare, clean and repair manhole/lift station benches and inverts in the same manner as prescribed above.

3.02 LINER APPLICATION, CURING AND TESTING

A. Prepare manhole/lift station surfaces, wet batch-mix liner materials low pressure spray apply liner mix to the manhole ceiling, wall and bench surfaces and allow liner to cure in accordance with the product manufacturer's instructions and recommendations.

B. Liner application shall be 1/2" for manholes and 1" for wet wells minimum thicknesses. The application shall be completed with a minimum of two coats. The first coat shall be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat shall be applied to ensure complete coverage at the specified thickness.

C. Inverts shall be lined with patching mix, trowl applied in one coat to a 1" minimum thickness.

D. Prepare, label and submit recommended daily or per lot test specimens for testing.

3.03 CLEANING

A. Clean manhole/lift station interiors and remove all construction-related materials, equipment and appliances from the manhole/lift station prior to reinstatement to service.

3.04 LIFT STATION REHABILITATION

A. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system shall have a second pump tied in and ready in case the primary pump fails. The system shall be monitored 24 hours a day by remote dialer and contractor personnel. The contractor is responsible for emergency calls day and night while it is on by-pass pumps. By-pass system shall be tested to ensure proper operation. The city must witness the testing and sign off prior to starting rehabilitation. By-pass requirements (Minimum):

LS E1	955 GPM @ 75 TDH force main pressure with pumps on is 26 psi
LS E2	1250 GPM @ 115 TDH force main pressure with pumps on is 43 psi
LS E3	1398 GPM @ 95 TDH force main pressure with pumps on is 37 psi
LS 18	425 GPM @ 50 TDH force main pressure with pumps on is 20 psi
LS E16	1028 GPM @ 60 TDH force main pressure with pumps on is 48 psi

B. Temporary pump out riser will need to be installed first and may be left as the emergency pump out. The city will help determine that best location of this for both parties. The riser shall consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes and all necessary restraint devises. A flanged aluminum male cam-lock and dust cap with a 6" flanged ¼ turn plug valve should be installed on the elbow after job is completed.

C. The contractor is responsible for the removal of pumps, pipes, and valves. The city will disconnect the pump leads, remove floats and transducer. The pumps

are to be given to the city after removal. All other materials are to be hauled and disposed of by the contractor.

D. Installation of base elbows shall be per manufacturers' specifications. The bases shall be Flygt dual rail design. Existing pumps will need the top bolt on guide rail bracket. Guide rails shall be 3" stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation shall be included in pricing.

E. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.

F. Valves inside the valve box shall be Mueller, American, Clow, Dezurik, or Pratt. Check valves shall be flanged L/W type with rubber disc seal. Plug valves shall be flanged ¼ turn direct nut with 80% opening.

G. Pressure gauges shall be installed on each discharge pipe downstream of the plug valve. The ½" tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valve shall be used to make the connection. Gauges shall be 4-1/2" SS liquid filled with diaphragm.

H. Vent cap shall be all SCH-80 PVC fittings. Use 4" elbows and Vanstone flanges with a SS screen between them.

I. Use a 12'-0" average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c in Section C, Price Schedule of this RFB.

3.05 ALTERNATE BID

A. HDPE SDR-11 IPS pipe riser shall be factory butt fused. The riser shall have a flange adapter with SS backup ring, 90 elbow and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.

B. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½" thick (base plate to be used with HDPE only).

C. Pipe bracing is required every 8 feet minimum. The first must be within 6 inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

PART 4: MINIMUM QUALIFICATIONS AND REQUIREMENTS

The installer **SHALL** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of Three (3) years and have rehabilitated a minimum of Five Hundred (500) sanitary sewer manholes and Fifteen (15) lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

The installer **SHALL** include in their response a list of Ten (10) references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last Three (3) years. The reference list shall include the name of the company, contact person, telephone number, project duration, contract value and the number of manholes/lift station for each reference.

The selected contractor will be responsible for knowledge of and compliance with all relative local, state and federal codes and regulations.

For all work performed under this contract, the successful Contractor shall provide a competent job-site supervisor and any necessary assistants, all approved by the Utilities Department of City of Clermont. The job-site supervisor shall be present at all times while work is in progress. The job-site supervisor shall represent the Contractor at all times while all directions given him shall be binding as per the contract documents. The job-site supervisor shall have a minimum of Five (5) years' experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

Failure to provide the minimum qualifications and requirements with the bid response as described in this section may result in bid being non-responsive.

PART 5: MEASUREMENT AND PAYMENT

A. Payments to the Contractor shall be made on the basis of the units in Section C, Price Schedule as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

   The unit prices stated in Section C, Price Schedule include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in Section C, Price

Schedule, shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established in Section C, Price Schedule, the cost for that work shall be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

No separate payment will be made for the following work if required and its cost shall be included in appropriate payment items:

- Applications and pulling of all utility and construction permits;
- Dewatering and disposal of surplus water;
- Structural repairs;
- Cleanup;
- Testing materials and apparatus;
- Maintenance of utility service;
- Appurtenant work;
- Inspection Photo Records;
- Maintenance of Traffic

The following paragraphs will clarify the work included for the items listed in the Section C, Price Schedule.

MEASUREMENT

Payment under this Contract for authorized work shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City unless otherwise specified. The City will witness all field measurements.

When depths are indicated in the bid items, they shall be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

It is intended that all work required to complete this Work will be included in the various bid items as described in the following paragraphs.

1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)

This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of manhole wall named in Section C. Measurement will be made from the bench, at its highest point, to the upper limit of actually treated wall, cone or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

Contractor will be responsible for the new coating that is applied only and not the existing coating.

Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
   This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

   Contractor will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

   a. BYPASS PUMP AND PIPING SETUP
      These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station and wet

well rehabilitation. The Contractor shall attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps required. Bypass pumping shall be bid on the basis of sewer size which is bypasses.

These items shall include, but are not limited to: all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

Plugging or blocking a sewer line shall be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP
These items shall be paid for on a per day basis for operation of the bypass pumps. Bypass pump operation shall be on the basis of the size of the pump used. These items shall include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER
This pay item provides complete compensation for furnishing new manhole ring and covers as specified by the City.

6. RECONSTRUCT BENCH AND FLOW CHANNEL
This pay item provide complete compensation for furnishing all necessary labor, equipment and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS
These pay items provide complete compensation for furnishing all necessary labor, equipment and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove and replace all existing piping, check valves, plug valves and all miscellaneous materials required for this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits existing valve vault. All work shall comply with City of Clermont minimum standards.

END OF SECTION – B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2023

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

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

PRODUCER		CONTACT NAME:	Melissa Adrian, CPSR	
Caton-Hosey Insurance		PHONE (A/C, No, Ext):	(386) 767-3161	FAX (A/C, No): (386) 760-1770
3731 Nova Rd.		E-MAIL ADDRESS:	melissa@catonhosey.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
Port Orange	FL 32129	INSURER A :	Specialty Builders Ins Co	16826
INSURED		INSURER B :	Auto-Owners Ins	18988
Danus Utilities, Inc		INSURER C :	Travelers Excess & Surplus Lines Co	29696
4133 Saddle Club Dr		INSURER D :	National Builders (Vinings)	16632
		INSURER E :	Federal Insurance Company	20281
New Smyrna Beach	FL 32168	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2362130789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PKG-0351006-00	07/02/2023	07/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2023	07/02/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-8W978480-23-NF	07/02/2023	07/02/2024	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0264441 07	07/02/2023	07/02/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented & Leased Equipment			45471710	06/24/2023	06/24/2024	Limit Deductible	$350,000 $1,000

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

Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Certificate Holder is included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Danus Utilities, Inc., 4133 Saddle Club Dr., Sanford, FL 32771. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with The City of Clermont, FL, said contract being identified as: Contract No. 2017-89 Lift Station Rehabilitation (referred to as the "original government contract").

a. Work assigned under this contract may include, but is not limited to, the following types of projects: CONTRACT shall provide all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids and restoration of the structural integrity of the manhole lift stations as a result of the application of a monolithic fiber-reinforces structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling and any bench surfaces of concrete, brick or any other masonry construction materials. Including lift station piping rehabilitation as detailed in specifications of the original government contract found within EXHIBIT B, SECTION B, STATEMENT OF WORK (see Exhibit "A" – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Danus Utilities, Inc. The term of said agreement shall be for the period effective date of signature of City Manager through 08/07/2023.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and shall not exceed the budgeted amount, any change orders to the budgeted amount must be approved by City Manager (not to exceed approval authority of $50K).

Fees:

Fees for services defined within paragraph 1(a) shall be in accordance with EXHIBIT A, REVISED SECTION C, PRICE SCHEDULE of the original government contract.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department

of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.gov.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Danus Utilities Inc.
Attn: Dan Pardus
4133 Saddle Club Dr.
Sanford, FL 32771
386-233-5588
dan@danusutilities.com

Danus Utilities Inc.

Entered this 22 day of August 2022

Daniel J Pardus - President

(Print Name / Title)

(Signature)

August 22, 2022

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By:

Date: 8/23/2022

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date:

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Danus Utilities, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Danus Utilities, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Daniel J Pardus

Date: January 14, 2021

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1/14/2021 (date) by Daniel J Pardus President (name of officer or agent, title of officer or agent) of Danus Utilities, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced PK (type of identification) as identification.

[Notary Seal] Notary Public

Robert H Brown

Name typed, printed or stamped

My Commission Expires: October 23, 2021

ROBERT H. BROWN
MY COMMISSION # GG 146847
EXPIRES: October 23, 2021
Bonded Thru Notary Public Underwriters

QUOTE # 041723-5R

Date: 6/27/2023
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 32
E-mail: gtorbert@cocoafl.org

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

QYT	Lift Station 32		TOTAL
100	**Bid Item 9 / Lift Station lining**	$25.00	$2,500.00
2	**Bid Item 10.a / By-pass 8" sewer set up**	$750.00	$1,500.00
3	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,800.00
2	**Bid Item 11.a / Furnish & Install 4" pump base elbow**	$2,250.00	$4,500.00
1	**Bid Item 18.b / Furnish & Install 2" SS guider rails 15-20ft**	$2,075.00	$2,075.00
2.2	**Bid Item 24.a / Furnush & Install 4" HDPE riser & fittings**	$7,000.00	$15,400.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
		TOTAL	**$27,775.00**

Note: **City to vactor wet well after invert pipe is plugged for base installation & floor inspection.**

Scope of Work for Danus Utilities: F&I (2) SS base plates, F&I (2) 4" dual rail base elbows, F&I (2) 4" pump slid brackets, F&I (2) SS upper guide brackets, F&I (2) 4" HDPE risers to check valves, F&I (2) 4" FLG check valves, F&I HDPE liner reseal around discharge pipes.

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

QUOTE # 041723-6R

Date: 6/27/2023
Company: City of Cocoa
Attention: Greg
JOB NAME: Lift Station 12
E-mail: gtorbert@cocoafl.org

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

QYT	Lift Station 12		TOTAL
3	**Bid Item 10.a / By-pass 8 inch sewer set up**	$750.00	$2,250.00
10	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$6,000.00
2	**Bid Item 11.a / Furnish & Install 4" pump base elbow**	$2,250.00	$4,500.00
2	**Bid Item 12.b / Reconstruct LS Fillet 8ft diameter**	$600.00	$1,200.00
2	**Bid Item 17.a / Temporary By-pass Riser 4 inch**	$1,000.00	$2,000.00
2	**Bid Item 18.b / Furnish & Install 2" SS guider rails 15-20ft**	$2,075.00	$4,150.00
2	**Bid Item 23.a / Connect LS piping to existing FM**	$1,000.00	$2,000.00
5	**Bid Item 24.a / Furnush & Install 4" HDPE riser & fittings**	$7,000.00	$35,000.00
	*****Pricing based on City of Clermont Annual Contract 17-040*****		
		TOTAL	**$57,100.00**

Note: **City to vactor wet well after invert pipe is plugged for base installation & floor inspection.**

Scope of Work for Danus Utilities: Plug invert, By-pass station with 24 hour monitoring, Demo existing PV&F, C out existing shelf in WW, F&I 4" base elbows, F&I SS base plates, F&I 2" SS guide rails, F&I SS upper guide brackets, F&I 4" HDPE risers, F&I 4" above grade valve assy, F&I 4" FM connection

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

Legislation Details (With Text)

File #:	23-332	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/18/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	

Title: To Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
DOCUSIGNED 2nd RENEWAL - CCI - EXP 2-21-2024.pdf
OVERVIEW - Renewal Connect Consulting EXP 2-21-2024.pdf
RENEWAL LETTER - CONNECT CONSULTING EXP 2-21-2024.docx (002).pdf
COPY_UT-DYAL-21-PGB-Connect-001-00.pdf
CCI_Cocoa 17R Design Services Proposal - Copy.pdf
COI-CCI.pdf
FULLY EXECUTED 2nd AmendmentContract No. RFSQ-CD-20-31MB.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 18, 2023
Agenda Date: July 11, 2023
Prepared By: David Veloza, E.I, Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00.

BACKGROUND:

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water

consists of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today.

The City of Cocoa wells are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) on December 13, 2022. As with all wells and well fields, individual wells have a life cycle. The City has been effective with on-going evaluations of its wells and when the City determines that a well has reached its expected maximum life span, either by mechanical failure or un-restorable loss of performance, then well replacement is in order. As part of these evaluations, Well 17 was identified as a candidate facility for replacement when it was found that the well casing was severely deteriorated and needed either significant repair or replacement. City wants to replace this Well 17 with Well 17R.

In order to replace Well 17, City staff is requesting to utilize the Multi-Year Piggyback Agreement with Connect Consulting, Inc. (CCI) and the City of Palm Coast. The City first used this piggyback contract in the year 2020 for Professional Hydrogeological Services, Project (WS1106). This was done to assist City staff in maintaining, restoring, and enhancing the reliability of wellfield production. On February 21, 2020, CCI and City of Palm Coast executed RFSQ-CD-20-31 Contract for a two-year period effective February 21, 2020 through February 21, 2022. On January 3, 2022, City of Palm Coast and CCI renewed this contract for one (1) additional year until February 21, 2023. On January 10, 2023, City of Palm Coast and CCI renewed the contract for another year until February 21, 2024. This contract allows CCI to provide Consumptive Use Permitting, monitor data evaluation, permit compliance monitoring, professional hydro-geological and construction oversight services, turn-key design and construction services, repair existing wells, design and construct new wells, to test new wells and associated well head appurtenances and pumps.

The City will utilize this piggyback agreement for the design, permitting, and construction of the replacement of Well 17. This agenda item includes approval of the design and permitting phase of the work only in the amount of $57,250.00. Staff will come back to Council for approval of construction once the design is complete.

The scope of the work provided by CCI for Well 17 replacement (design phase) includes the following:

(1) Modifying CUP to add Well 17R and abandonment of Well 17
(2) Site surveys in pdf and dwg format; providing signed and sealed copies
(3) A geotechnical report signed and sealed by a Florida-licensed Professional Engineer that includes earthwork related recommendations
(4) A conceptual well design, technical specifications for turnkey construction of Well 17R and abandonment of Well 17, and an engineering estimate for construction-phase services (this includes constructing new well house building designed by Jacobs Engineering Group Inc.)

Staff recommends approval of a purchase order with CCI for the design phase services for the Dyal New Well 17 project (WS20DW) for $57,250.00.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$57,250.00
Account Number	424-4055-536.63-00 WS20DW
Account Name	Infrastructure

Source of Funds: Capital

PREVIOUS ACTION:

City approved the multi-year piggyback contract with Connect Consulting, Inc. (CCI) for hydrogeological services to conduct wellfield evaluations and to rehabilitate, repair, or replace wells as needed in order to maintain, restore, enhance the reliability of wellfield production in agenda item #20-613.

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year Piggyback Agreement with Connect Consulting Inc. to Provide Services for the Design and Permitting Phase of the New Well 17 Project (WS20DW) Utilizing the City of Palm Coast, Florida, RFSQ-CD-20-31 Contract, effective February 21, 2020 through February 21 2022, with a one (1) year renewal executed on January 3, 2022 and January 10, 2023 (new end date on February 21, 2024); To Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract; To Authorize the City Manager to Approve a Purchase Order to Connected Consulting Inc. in the Amount of $57,250.00.

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CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 **New End Date:** 2/21/2023

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit ~~compliance monitoring and any other related assignments that the City requests. Also~~ included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or ~~repair and test new and existing wells and associated well head appurtenances and pumps.~~

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 3, 2022 | 4:48 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 3, 2022 | 3:50 AM EST

City Attorney DocuSigned by: William Reischmann 4C1B97CCC19C46D... **Date:** Dec 30, 2021 | 10:38 AM EST

Denise Bevan

Interim City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 3, 2022 | 8:30 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

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

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: DocuSigned by: Denise Bevan B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

By: DocuSigned by: David S. Robertson 753D2A... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Contract Value $ n/a

Resolution # 2020- 28 **City Council Approval Date:** 2/18/2020

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Feb 20, 2020 | 7:31 AM PST

City Finance DocuSigned by: Helena Alves 4F2A58B2B07B492... **Date:** Feb 20, 2020 | 12:49 PM EST

City Attorney DocuSigned by: William E. Reischmann, Jr. 4C1B97CCC19C46D... **Date:** Feb 20, 2020 | 10:01 AM EST

City Manager DocuSigned by: Matthew Morton 28DF7AEB7692454... **Date:** Feb 21, 2020 | 7:17 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

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iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

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relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4793D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

DRAFT

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

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

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

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** abarga@hallandcompany.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1078739387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2019	9/28/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department	Stormwater & Engineering	**Amount**	
Item Key		**Account**	

Subject RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

Background :
****THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.****

As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power.

The current continuing hydrogeological service contract expires April 2020.

In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc.

The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.

Recommended Action :
ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

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RESOLUTION 2020-_____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

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city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

Firm	Points
Connect Consulting, Inc. **Lake Helen, Florida**	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

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RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		**93.33 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No

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Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the

		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	**100 pts**	

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Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 25 pts**	**/ 40 pts**	**/ 35 pts**
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

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RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 **New End Date:** 2/21/2024

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 10, 2023 | 5:30 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 9, 2023 | 3:55 PM EST

City Attorney DocuSigned by: Mysa Borkert E1D83E71806D418... **Date:** Jan 9, 2023 | 12:09 PM EST

City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 10, 2023 | 9:18 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

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

Regards,
Casey Luedke
Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST
By: DocuSigned by: Denise Bevan B8F859DE5A4147C...
Print: Denise Bevan
Title: City Manager
Date: Jan 10, 2023 | 9:18 AM EST

CONNECT CONSULTING, INC.
By: DocuSigned by: David S. Robertson 753D... (Authorized Signatory)
Print Name: David S. Robertson
Title: President
Date: Jan 9, 2023 | 11:48 AM EST

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Connect Consulting Inc.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with CITY OF PALM COAST, FL , said contract being identified as: RFSQ-CD-20-31 Professional Hydrogeological Services (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

This Agreement shall take effect on the Effective Date agreed upon by all parties signed. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

a. Insurance Requirements:

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

~~COMPREHENSIVE BUILDER RISK INSURANCE~~

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

David S. Robertson
(Print Name)

President
(Print Title)

10/6/2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

Central Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Email: drobertson@cciwater.com

Water Resource Consultants

March 30, 2023

David Veloza, E.I
City of Cocoa
Utilities Associate Engineer
351 Shearer Blvd.
Cocoa, FL 32922

Re: Proposal – Hydrogeologic Design Services
Public Water Supply Well 17 Replacement
City of Cocoa, Florida

Dear Mr. Veloza,

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the design and permitting of Public Water Supply (PWS) Well 17R and the abandonment of Well 17. This project is designed to replace Well 17 with a new PWS well to increase the reliability of the well field to meet the current and future water demand. This proposal has been developed with input and discussions with City staff and their consulting engineer, Jacobs Engineering Group, Inc. (Jacobs).

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 49 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery (ASR) wells

The City of Cocoa's wells are permitted under the City's Consumptive Use Permit (CUP) (No. 50245-9) issued by the St. Johns River Water Management District (SJRWMD) on December 13, 2022. As with all facilities and equipment, water production wells have a life cycle that can be maximized through proactive maintenance and rehabilitation. The City has been effective with on-going

evaluations of its wells and when the City determines that a well has reached its expected maximum life span, either by mechanical failure or un-restorable loss of performance, then well replacement is in order. As part of these evaluations, Well 17 was identified as a candidate facility for replacement when it was found that the well casing was severely deteriorated and needed either significant repair or replacement.

Based on discussions with the City's water utility staff, the City wants to replace Well 17 with Well 17R. The following scope of work was developed with input from the City's water utility staff and Jacobs.

Scope of Work

Task 1 – Consumptive Water Use Permitting

Proposed replacement Well 17R is not currently listed in the City's Consumptive Use Permit (CUP 50245-9) issued by the SJRWMD. CCI will apply for and secure a CUP modification to add Well 17R and abandon Well 17. Services include preparation of a CUP letter modification package and coordination with SJRWMD well permitting staff regarding the proposed well location. Any CUP permitting beyond a letter modification is not included in this scope.

Deliverables
Modified CUP adding Well 17R and abandonment of Well 17.

Task 2 - Boundary and Topographic Site Survey

A topographic and boundary survey of the Well 17 site will be conducted. The survey documents will serve as base site drawings for Jacobs staff to use in the layout of the new well, the design of the new well building, and for building and zoning (B&Z) permitting through Orange County. Services include labor, equipment, and resources necessary to research, locate and/or establish the required site control and perform a boundary survey.

Boundary Survey Tasks
The position and description of all recovered monuments; metes and bounds legal description; all adjacent rights-of-way and access with recording information; lines of possession and improvements along the boundaries; buildings; easements and servitudes; water features; calculated area of subject property; setting corner monumentation and appropriate section work. The Boundary Survey will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes. The subject property includes the following parcel numbers: 06-24-30-0000-00-004.

Topographic Survey
Services include labor, equipment, and resources necessary to research, locate and/or establish the required site control and perform a topographic and/or

North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643
Central Florida Office · 1210 Emmel Road · Lake Helen, Florida 32744
South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

hydrographic survey. Topographic Survey: RTK/GPS or conventional data acquisition at a 50-foot grid within the project limits, plus 10 feet outside project limits; location and elevation of existing improvements and visible above ground utilities; and setting at least 2 site benchmarks to facilitate engineering for the project site. The topographic survey will be displayed at one-foot contours and will be based on the North American Vertical Datum (NAVD) of 1988. The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes. CCI will subcontract a State of Florida certified land surveyor for this effort.

Deliverables
Site Survey in pdf and dwg format, signed and sealed hardcopies, as required, will be invoiced at cost.

Task 3 – Geotechnical Investigation

A limited geotechnical investigation will be conducted to assist Jacobs with the design of the new well house building foundation. The services will include mobilization of personnel and equipment, including a truck-mounted drill rig to drill two (2) Standard Penetration Test (SPT) borings to 25 feet below land surface. The purpose of the geotechnical investigation is to evaluate physical and strength characteristics of subsurface materials encountered by test borings within the probable construction areas of a new well house, and based on these characteristics, to render opinions as to the overall site subsurface conditions and the material's potential reaction to proposed construction activities. CCI will subcontract with a geotechnical firm for this effort.

Deliverables
A geotechnical report, signed and sealed by a Florida-licensed Professional Engineer, will be prepared summarizing the findings, evaluations and providing earthwork and foundation related recommendations will be provided based on the results of field and laboratory studies. The report will include a boring log with stratification and visual classification of soil samples, and "standard penetration resistance" or the "N-values" of each SPT interval.

Task 4 – Well Design, Specifications and Engineering Estimate

CCI will design and prepare well construction and testing specifications for Well 17R. CCI will develop well casing and borehole sizes required and prepare a schematic drawing that includes the construction details of Well 17R. The drawing will include materials of construction, borehole depths and diameters, well casing depths and diameters, and anticipated maximum well depth based on existing data from Well 17 and other nearby City PWS wells.

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South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

CCI anticipates Well 17R will be constructed with a final 16-inch diameter steel well casing to provide sufficient diameter for downhole equipment based on a target design rate of 2,000 gallons per minute (GPM). The final casing is anticipated to be installed to an estimated depth between 260-300 feet with an open hole drilled to a depth between 520-560 feet based on data from Well 17 and other nearby PWS wells extracting groundwater from the UFA. Actual depths will be determined based on the data collected during pilot hole drilling, drill cuttings, and geophysical logging data.

The specifications will also include abandonment of existing Well 17. The specifications will outline the requirements to secure a well abandonment permit from SJRWMD, abandon the well by back plugging the well bottom to top using cement grout, submitting a well completion (abandonment) report to SJRWMD, patching the existing wellhouse building wall where the discharge piping enters, and disposal of unused portions of the old discharge pipeline. The specifications will be prepared in sufficient detail to procure well drilling and testing services from one of our turnkey teaming partners, but not to the level of detail typical of a formal bid solicitation.

CCI will prepare an engineering estimate that will include costs for construction-phase services, including, permitting, construction, testing, equipping, and connecting Well 17R, abandoning Well 17, and constructing the new well house building designed by Jacobs. The estimate will also include permitting through Orange County Building and Zoning Department for the construction of the new well house building, including electrical, mechanical, SCADA, piping, and valves.

Deliverables

Conceptual well design, technical specifications for turnkey construction of Well 17R and abandonment of Well 17, and an engineering estimate for construction-phase services based on the design and specifications outlined in this proposal and Jacobs design documents covered under a separate proposal and authorization.

Schedule

The following project schedule has been developed based on the current understanding of the services to be provided and best information available at the time of task order development. As projects scopes are better defined, actual schedule might differ and require modification with input from Jacobs and the City.

Project Schedule

Task/Description	*Schedule*
Consumptive Use Permit Submittal	60 days following Notice to Proceed
Site Boundary and Topo Survey	90 days following Notice to Proceed
Geotechnical Investigation	90 days following Notice to Proceed
Design, Specifications, and Engineering Estimate	60 days after receipt of Jacobs 100% Design

North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643
Central Florida Office · 1210 Emmel Road · Lake Helen, Florida 32744
South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

Cost

CCI will provide the services in this proposal on a lump sum/fixed fee basis with budgets between the tasks being interchangeable as needed. Costs are summarized by task in **Table 1**.

Table 1 – Cost Summary

Task No.	*Description*	*Fee*
1	Consumptive Use Permitting	$8,750.00
2	Site Boundary and Topo Survey	$16,500.00
3	Geotechnical Investigation	$8,500.00
4	Design, Specifications, Engineering Estimate	$23,500.00
	TOTAL	**$57,250.00**

Notes: Services will be invoiced monthly on a lump sum/% complete basis.

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

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact me if you have any questions.

Sincerely

Connect Consulting, Inc.
David S. Robertson

David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Katherine Ennis
Sean McFarland
Thomas Freeman
Jim Andersen

North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643
Central Florida Office · 1210 Emmel Road · Lake Helen, Florida 32744
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DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

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

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

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** abarga@hallandcompany.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1078739387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2019	9/28/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Connect Consulting Inc., RFSQ-CD-20-31

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

This Amendment is a renewal of Piggyback Agreement mutually executed by and between the City of Cocoa and Connect Consulting Inc., made effective October 27, 2020, and shall be renewed upon expiration of the initial term on 02/21/2023 through 02/20/24. All terms, conditions, specifications and prices of the original term contract # 19071A through Palm Beach County remain unchanged.

By signing below, each party indicates its approval of this Renewal Notice for Contract, including the renewal term and the pricing listed herein.

Connect Consulting Inc.	**CITY OF COCOA**
By: David S. Robertson	**By:** Stockton Whitten
(Print Name)	(Print Name)
President	City Manager
(Title)	(Title)
1/17/2023	1/17/2023
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Sean McFarland, Water Treatment Manager

Attest: Carie Shealy
Carie Shealy
City Clerk, City of Cocoa

Legislation Details (With Text)

File #:	23-373	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/12/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	

Title: To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget. (Chief of Police)

Sponsors:

Indexes:

Code sections:

Attachments: Cocoa MOU-SRO 2023-24 5.22.23.pdf
Memo 5.22.23 - Cocoa MOU-SRO 2023-24.pdf
SRO (4) 7-2023.pdf
Emma Jewel and City of Cocoa - MOU for SRO - 2023-2024 - (FINAL)

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2023
Agenda Date: June 27, 2023
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Evander Collier, IV, Chief of Police
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget.

BACKGROUND:

The School Board of Brevard County and the Cocoa Police Department desire the renewal of the agreement to provide School Resource Officers for Cocoa High School, Cambridge Elementary, Endeavour Elementary for the 2023-2024 school years. Also enter into a MOU with Emma Jewel Charter Academy to provide a school resource officer for the 2023-2024 school year. During the 2018 legislative session the Marjory Stoneman Douglas High School Safety Act was signed into law and

requires a number of school safety initiatives. Of the more pressing initiatives is for assignment of one or more safe-school officers at each school facility.

Staff are requesting the Council's approval of this multi-year contract for the FY23/FY24 budget years, pending final approval of the City of Cocoa's budget, Brevard County School Board's budget and Emma Jewel Charter Academy's budget. Brevard County School Board is requesting that there be two (2) signed originals. Once two (2) fully executed contracts are complete, one (1) original will be sent to our agency.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

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

Reimbursement from Brevard County Schools and Emma Jewel Charter Academy will be on a budgeted 190 school day basis with the City of Cocoa placing one officer at Cocoa High School, once officer at Cambridge Elementary, one officer at Endeavour Elementary and once officer at Emma Jewel Charter Academy beginning July 1, 2023, and ending June 30, 2024. During this time the Brevard County School Board will reimburse the City of Cocoa $205,500.00 and Emma Jewel Charter Academy will reimburse the City of Cocoa $68,500.00 for School Resource Officer services.

Approximate Salary & Benefits for Four (4) SRO = $274,000.00
Revenue Contract Amount = $274,000.00 or $68.500 per SRO

This is a Multi-Year Contract

FY2023 - 3 months (July 1, 2023 - September 30, 2023)

Salaries & Wages	001-2100-521.12-00	$73,403
Special Detail	001-2100-521.12-06	$ 1,738
FICA	001-2100-521.21-00	$ 5,615
Retirement	001-2100-521.22-00	$11,860
Group Life	001-2100-521.23-00	$ 310
Medical	001-2100-521.23-04	$14,595
Dental	001-2100-521.23-07	$ 475
Vision	001-2100-521.23-08	$ 87
Long Term Disability	001-2100-521.23-09	$ 257
Workers Comp	001-2100-521.24-00	$ 2,365

FY2023 Total $110,705

FY2024 - 9 months (October 1, 2023 - June 30, 2024)
Pending City Council Approval of the FY24 Budget

Salaries & Wages	001-2100-521.12-00	$170,112
Special Detail	001-2100-521.12-06	$ 4,028
FICA	001-2100-521.21-00	$ 13,014
Retirement	001-2100-521.22-00	$ 27,486
Group Life	001-2100-521.23-00	$ 718
Medical	001-2100-521.23-04	$ 34,119
Dental	001-2100-521.23-07	$ 1,122
Vision	001-2100-521.23-08	$ 197
Long Term Disability	001-2100-521.23-09	$ 593
Workers Comp	001-2100-521.24-00	$ 5,482

FY2024 Total $256,871

TOTAL COST FOR MULTI YEAR CONTRACT FOR FOUR (4) SCHOOL RESOURCE OFFICERS: $367,576, of which $205,500 is reimbursable from the Brevard County School Board and $68,500 is reimbursable from Emma Jewel Charter Academy.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To consider approval of a multi-year contract between the School Board of Brevard County, and the City of Cocoa for the renewal of up to three (3) school resource officers for the school year 2023-2024, beginning July 1, 2023, and ending June 30, 2024, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board. Also authorize the City Manager and City Attorney to finalize and execute the contract and MOU with Emma Jewel Charter Academy for one (1) school resource officer. Budgetary Impact for FY24, Pending the Approval of the Adoption of the FY24 Budget

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2023, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2023, and terminate on June 30, 2024, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2024, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to four (4) SRO(s), each a sworn law enforcement officer(s), to work at least a total of One Hundred Ninety (190) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days. Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of three (3) SRO(s) for the start of the 2023-24 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa High, Endeavour Elementary, Cambridge Elementary, and Clearlake Education Center.

4. **Consideration Clause FY 2023-2024:** With respect to the term commencing on July 1, 2023, and terminating on June 30, 2024, the BOARD agrees to reimburse the CITY a flat-fee of Sixty-Eight Thousand Five Hundred and 00/100 Dollars ($68,500.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of Two Hundred Five Thousand Five Hundred and 00/100 Dollars ($205,500.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to four (4)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Sixty Eight Thousand Five Hundred and 00/100 ($68,500.00) and the number of school days remaining in the school year per SRO. In the event the CITY is unable to assign an SRO officer to fill any of the four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis

based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2023-2024:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2023 (covering the period beginning July 1, 2023, through September 30, 2023); November 1, 2023 (covering the period beginning October 1, 2023, through December 31, 2023); February 1, 2024 (covering the period beginning January 1, 2024, through March 31, 2024); and April 1, 2024 (covering the period beginning April 1, 2024, through June 30, 2024). *All invoices should be submitted to* ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police. At the request of the Board and with the approval of the Chief of Police or designee, the Chief of Police may provide SROs for school activities after the conclusion of the regular school year until the beginning of the next school year as safe-school security

services for summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. Each Party shall be liable for its own actions and negligence and to the extent permitted in Section 768.28(19), Florida Statutes, and up to but not exceeding the limits set from in Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including reasonable attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder. The indemnifying Party shall have no obligation to indemnify the other Party under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the indemnifying Party's prior written consent and nor shall the obligation to indemnify be assignable to any third party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. 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.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this

MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY CARIE SHEALY) AT 321-433-8484 OR AT EMAIL: CSHEALY@COCOAFL.GOV OR AT ADDRESS: CITY OF COCOA, 65 STONE ST., COCOA, 32922 (ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2023.

CITY OF COCOA, FLORIDA

BY_____
Stockton Whitten, City Manager

Dated: July 11, 2023

Approved as to form:

_____

Dated: _____, 2023

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____
Matthew J. Susin, Chairman

Dated: _____, 2023

BY_____
Mark J. Rendell, Ed.D.
Superintendent

Dated: _____, 2023

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2023

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER
PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Police Department supervision. The Cocoa Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6601
Susan Hann, P.E., Acting Superintendent

May 22, 2023

MEMORANDUM

TO: Evander Collier, IV, Cocoa Chief of Police
Stockton Whitten, Cocoa City Manager

FROM: Rachad T. Wilson, Chief Operating Officer

SUBJECT: Memorandum of Understanding for School Resource Officers – 2023-24

Attached is the 2023-24 Memorandum of Understanding (MOU) for School Resource Officers. This is a one-year MOU which aligns with the 2023-24 MOU between the School Board of Brevard County and the Brevard County Sheriff's Office. The BCSO MOU was approved by the School Board at their meeting on April 25, 2023. If the attached MOU meets with your approval, we would like to present it to the School Board for their approval on Tuesday, June 13, 2023.

Modifications on the BCSO MOU and for your municipality's Police Department include the following:

- All MOU dates have been changed for the 2023-24 school year.
- For the 2023-24 school year, the Board will pay $68,500 per SRO.
- The number of days' written notice to terminate the MOU has been changed to 90 days, which aligns with the BCSO MOU.
- The new Director of the Office of District & School Security will be Major Robert Cline.

If you wish to discuss the MOU or you have any questions, please contact me at 321-633-1000, ext. 11229, or email me at Wilson.Rachad@brevardschools.org

After the MOU is approved by the City of Cocoa, please return two signed MOUs to:

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

The MOU will then be presented to the School Board for the approval/signatures, and a signed MOU will be returned to you.

Thank you for all you do to keep our students, our staff, and the rest of the community safe!

Rachad T. Wilson
Chief Operating Officer
Phone: (321) 633-1000, ext. 11229

An Equal Opportunity Employer

FY2023 - 3 Months **July 1, 2023- September 30, 2023**

(4) SRO's

FY23		Officer 1	Officer 2	Officer 3	Officer 4
Salaries & Wages	001-2100-521.12-00	$ 47,951	$ 47,951	$ 52,164	$ 72,145
Special Detail	001-2100-521.12-06	$ 1,043	$ 1,043	$ 2,086	$ 1,043
FICA	001-2100-521.21-00	$ 3,668	$ 3,668	$ 3,991	$ 5,519
Retirement	001-2100-521.22-00	$ 7,730	$ 7,858	$ 8,364	$ 11,630
Group Life	001-2100-521-23-00	$ 166	$ 337	$ 180	$ 247
Medical	001-2100-521.23-04	$ 22,257	$ 10,764	$ 10,764	$ -
Dental	001-2100-521.23-07	$ 751	$ 337	$ 337	$ -
Vision	001-2100-521.23-08	$ 125	$ 68	$ 68	$ -
Long Term Disablity	001-2100-521.23-09	$ 167	$ 167	$ 182	$ 252
Workers Comp	001-2100-521.24-00	$ 1,539	$ 1,563	$ 1,695	$ 2,299
Benefit Offset	001-2100-521.27-00	$ -	$ -	$ -	$ -
		$ 85,396	$ 73,756	$ 79,829	$ 93,134

FY24			Increases	Total
Salaries & Wages	001-2100-521.12-00	$ 220,210	$ 6,606	$ 226,816
Special Detail	001-2100-521.12-06	$ 5,214	$ 156	$ 5,370
FICA	001-2100-521.21-00	$ 16,846	$ 505	$ 17,351
Retirement	001-2100-521.22-00	$ 35,581	$ 1,067	$ 36,648
Group Life	001-2100-521-23-00	$ 930	$ 28	$ 958
Medical	001-2100-521.23-04	$ 43,784	$ 1,708	$ 45,492
Dental	001-2100-521.23-07	$ 1,425	$ 71	$ 1,496
Vision	001-2100-521.23-08	$ 262	$ -	$ 262
Long Term Disablity	001-2100-521.23-09	$ 768	$ 23	$ 791
Workers Comp	001-2100-521.24-00	$ 7,096	$ 213	$ 7,309
Benefit Offset	001-2100-521.27-00	$ -	$ -	$ -

Total	7-1 to 9-30-23 3 Months	
$ 220,210	**$ 73,403**	
$ 5,214	**$ 1,738**	
$ 16,846	**$ 5,615**	
$ 35,581	**$ 11,860**	
$ 930	**$ 310**	
$ 43,784	**$ 14,595**	
$ 1,425	**$ 475**	
$ 262	**$ 87**	
$ 768	**$ 256**	
$ 7,096	**$ 2,365**	
$ -	**$ -**	
	$ 110,705	**FY23 Total**

Total	Monthly	10-1 to 6-30-24	
$ 226,816	$ 18,901	**$ 170,112**	
$ 5,370	$ 448	**$ 4,028**	
$ 17,351	$ 1,446	**$ 13,014**	
$ 36,648	$ 3,054	**$ 27,486**	
$ 958	$ 80	**$ 718**	
$ 45,492	$ 3,791	**$ 34,119**	
$ 1,496	$ 125	**$ 1,122**	
$ 262	$ 22	**$ 197**	
$ 791	$ 66	**$ 593**	
$ 7,309	$ 609	**$ 5,482**	
$ -	$ -	**$ -**	
		$ 256,871	**FY24 Total**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2023, irrespective of when signed, by and between the **CITY OF COCOA, FLORIDA** ("**CITY**"), a Florida Municipal Corporation headquartered at 65 Stone Street, Cocoa, FL 32922, and **EMMA JEWEL CHARTER ACADEMY** ("**EMMA JEWEL**"), a Charter School headquartered at 705 Blake Ave, Cocoa, FL 32922, each individually a "**Party**," collectively "**Parties**."

W I T N E S S E T H:

WHEREAS, EMMA JEWEL and the CITY desire to assign a School Resource Officer ("SRO") to the school campus of the Emma Jewel Charter Academy for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, EMMA JEWEL and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Emma Jewel Charter Academy, to increase school security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for EMMA JEWEL's staff members, as well as the faculty and students attending the school and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2023, and shall terminate on June 30, 2024, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2024, this Agreement may be renewed by the Parties for successive one-year periods

(commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. The Agreement shall not automatically renew, and any renewal may only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU which results in overpayment to the CITY will result in the return of funds to EMMA JEWEL equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign one (1) SRO, who shall be a sworn law enforcement officer, to work at least a total of One Hundred Ninety (190) days, concurrent to EMMA JEWEL's teacher work calendar and inclusive of student attendance days. The SRO shall be assigned to EMMA JEWEL to provide security, preparation drills, safety training, and safety awareness related programs to the school campus, students, employees, volunteers, and visitors of EMMA JEWEL. Assignments of the SRO to the school campus shall be coordinated with ***Thomas Cole****, Principal, at 705 Blake Ave, Cocoa FL 32922.*

4. **Consideration Clause FY 2023-2024:** EMMA JEWEL agrees to reimburse the CITY a flat-fee of Sixty-Eight Thousand Five Hundred and 00/100 Dollars ($68,500.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon. In the event the CITY is unable to assign an SRO officer to fill the SRO position under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five (5) days (not including approved sick, vacation, or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to the school (or based on days SRO services are provided).

5. **FY 2023-2024:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). EMMA JEWEL shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2023 (covering the period beginning July 1, 2023, through September 30, 2023); November 1, 2023 (covering the period beginning October 1, 2023, through December 31, 2023); February 1, 2024

(covering the period beginning January 1, 2024, through March 31, 2024); and April 1, 2024 (covering the period beginning April 1, 2024, through June 30, 2024). *All invoices should be submitted to* ***Thomas Cole,*** *Principal, at 705 Blake Ave, Cocoa, FL 32922.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of EMMA JEWEL.

8. EMMA JEWEL members or any employee under the jurisdiction of EMMA JEWEL shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of EMMA JEWEL and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the EMMA JEWEL or employees, representatives or agents of EMMA JEWEL, to provide the services for which the CITY is obligated to provide pursuant to

this MOU, EMMA JEWEL shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. EMMA JEWEL and CITY acknowledge that CITY is an agency or subdivision of the State of Florida. Each Party shall be liable for its own actions and negligence and, to the extent permitted in Section 768.28(19), Florida Statutes, and up to but not exceeding the limits set forth in Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including reasonable attorney's fees, which any of them may become obligated to pay arising out of its negligent acts or omissions in the performance of the services contemplated hereunder. The indemnifying Party shall have no obligation to indemnify the other Party under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the indemnifying Party's prior written consent and nor shall the obligation to indemnify be assignable to any third party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The goals and guidelines stipulated in the attached Exhibits I and II are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II constitute the entire agreement between the Parties and contain all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the

Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of EMMA JEWEL and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor EMMA JEWEL assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if EMMA JEWEL does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to EMMA JEWEL.

23. EMMA JEWEL has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

29. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

30. **IF EMMA JEWEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMMA JEWEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EMMA JEWEL SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-433-8480 OR AT EMAIL: CITYCLERK@COCOAFL.ORG OR AT ADDRESS: 65 STONE STREET, COCOA, FL 32922, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT EMMA JEWEL'S CUSTODIAN OF PUBLIC RECORDS AT 321-634-5462, OR AT THOMAS.COLE@EMMAJEWELCHARTER.COM OR AT EMMA JEWEL CHARTER ACADEMY, 705 BLAKE AVE, COCOA, FL 32922.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 01, 2023.

CITY OF COCOA

BY: _____
Print: _____
Title: _____

Date: _____

EMMA JEWEL CHARTER ACADEMY

BY: _____
Thomas Cole
Principal/Co-Founder

Date: _____

Approved as to form:

BY: _____
Print: _____
Title: _____

Date: _____

Approved as to form:

BY: _____
Print: _____
Title: _____

Date: _____

ATTACHMENTS: **EXHIBIT I**
EXHIBIT II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

EXHIBIT II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer, and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for school pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours,

such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or Emma Jewel. These after-school activities will be under the supervision of school personnel. Emma Jewel will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not by Emma Jewel.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Principal and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Principal, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Chief of Police and request that the SRO be removed from the program at his/her school.

15. School employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other Emma Jewel employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

Legislation Details (With Text)

File #:	23-390	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	6/20/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions. (Chief Technology Officer) This purchase is confidential and not for public release per FS 119.0725.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-074 agenda item 23-390.pdf Tracking Sheet.pdf BAF 23-087-IFT-PW-GSA Contract (7-11-23) Agenda 23-390.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 20, 2023
Agenda Date: July 11, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Acting Public Works Director
Requested Action:
Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions.

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

BACKGROUND:

The Utility fund, the stormwater fund and the General Fund will all pay a portion of the cost for this purchase. $42,033 of the purchase will be funded be through use of contingency for project #AFBP22.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

See Tracking Sheet BAF# 23-087-IFT

Amount Requested	$93,151
Account Number	001-3540-519.56-15_
Account Name	IT Related Operating_

Amount Requested	$15,950
Account Number	001-3540-519.55-00_
Account Name	Training
	(Total Amount $109,101)

Source of Funds: Contingency, from the three major funds, transferred into GF.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution amending the FY23 Budget, BAF #23-087-IFT for purposes of making a purchase of critical technology infrastructure utilizing a GSA Contract and authorize the City Manager to execute a multi-year contract and any contract extensions.

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

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RESOLUTION NO. 2023-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City of Cocoa Council meet July 11, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

				Cost Allocation			
				GF	UT	ST	
Quote	Gross	Discount	Net Cost	0.471	0.5	0.029	Total
License	44,585.00	(5,258.50)	39,326.50	18,522.78	19,663.25	1,140.47	39,326.50
Support/Maint	23,285.00	(3,426.70)	19,858.30	9,353.26	9,929.15	575.89	19,858.30
Add-Ons	28,840.00	(12,875.00)	15,965.00	7,519.52	7,982.50	462.99	15,965.00
Service/Data	20,000.00	(2,000.00)	18,000.00	8,478.00	9,000.00	522.00	18,000.00
Training	15,950.00		15,950.00	7,512.45	7,975.00	462.55	15,950.00
	132,660.00	(23,560.20)	109,099.80	51,386.01	54,549.90	3,163.89	109,099.80

Coding:			
Expenditure			
001-3540-519.55-00	15,950.00	Training	
001-3540-519.56-15	73,291.50	License/add-ons/service data	
001-3540-519.56-15	19,858.30	Support/Maint	
Total	109,099.80		
Funding:			
001-0000-381.91-21	54,550	IF Transfer In	
001-0000-381.91-23	3,164	IF Transfer In	
421-4010-536.39-00	54,550	Contingency	
421-4010-581.91-01	54,550	IF Transfer Out	
423-3570-538.39-00	3,164	Contingency	
423-3570-581.91-01	3,164	IF Transfer Out	
001-1600-513.39-00	42,033	Contingency (ERP)	AFB22(ERP)
001-1600-513.39-00	9,354	Contingency (Regular)	

City of Cocoa Budget Adjustment Form FY 2023 - 23-087-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 3540 Fleet | DATE PREPARED: 06/20/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 42,033)		AFBP22	GF Contingency (ERP)	$ 0	$ 0	($ 42,033)	$ 0
($ 9,354)			GF Contingency (Regular)	$ 0	$ 0	($ 9,354)	$ 0
($ 54,550)			WS Contingency	$ 0	$ 0	($ 54,550)	$ 0
($ 3,164)			SW Contingency	$ 0	$ 0	($ 3,164)	$ 0
$ 0			See Tracking Sheet	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 109,101)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 93,151	001-3540-519.56-15		IT Related Operating	$ 0	$ 0	$ 93,151	$ 0
$ 15,950	001-3540-519.55-00		Training	$ 0	$ 0	$ 15,950	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 109,101	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To provide budget for purchase of GSA Contract. Non-recurring costs of the software purchase, maintenance and one-time training cost will be funded with FY22 assigned fund balance for the ERP implementation, currently budgeted in Contingency, as well as Inter-fund Transfers from WS and SW. Future reoccurring costs of annual maintenance will be funded with Revenues. Agenda 23-390

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2023-074

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

6/20/23 Tony Jones Digitally signed by Tony Jones Date: 2023.06.20 14:21:31 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.29 11:25:02 -04'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.06.29 10:50:52 -04'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.06.20 14:25:26 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.06.29 11:25:42 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	23-391	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/20/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Council Approval to Enter into a Three Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DebtBook & Cocoa, FL NCPA Renewal Order Form T&Cs (5-5-23).pdf DebtBook Incorporated Docs (April 2022).pdf DebtBook Quote - Cocoa, FL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 20, 2023
Agenda Date: July 11, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Council Approval to Enter into a Three Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting.

BACKGROUND:

The City entered into a one-year agreement with Debtbook in 2022 to use their software to perform the calculations and create the journal entries and financial statement footnotes as they related to implementation of Governmental Accounting Standards Board (GASB) Statement No. 87 - Leases, in addition to performing calculations and preparing the journal entries and footnotes for all currently outstanding debt issued by the City. The Debtbook software is also functioning as a repository for all lease and debt documents. Subsequent to implementation of GASB Statement No. 87, GASB issued Statement No. 96 - Subscription-Based Information Technology Arrangements (SBITA), which will require further complex calculations, review of software contracts, creation of journal entries & footnotes for the FY 2023 financial statements. This software is providing efficiency in City's the financial operations by calculating and creating the multiple journal entries and footnotes that are required to be included in and disclosed in the City's financial statements for debt, GASB 87 and GASB 96. Therefore, staff is requesting approval to enter into a three-year (multi-year) contract with Debtbook to continue these services.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds:
____ Transfer Acct #:_

PREVIOUS ACTION:

Ethe City entered into a one-year contract with Debtbook on July 1, 2022.

RECOMMENDED MOTION:

Council Approval to Enter into a Three Year Multi-Year Contract with Fifth Asset, Inc. d/b/a Debtbook for Lease, Debt and Service-as-a-Business Accounting.

RENEWAL ORDER FORM

RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **Cocoa, FL** ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance ("**NCPA**"), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement,**" and together with the Master Agreement, the "**NCPA Agreements**") between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**"), and DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the "**Agreement**"). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Order Form Details	
Effective Date: 6/30/2023	Billing Frequency: Annually
Initial Term End Date: 6/29/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case in accordance with the terms of the NCPA Agreements.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each

anniversary of the Effective Date thereafter (each, an **"Implementation Period"**). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Sovereign Immunity. Nothing in the Agreement, including Customer's indemnification of DebtBook, shall be construed as a waiver of Customer's sovereign immunity. The value of Customer's indemnification of DebtBook is limited to the lesser of the amount payable by Customer under the substantive provisions of the Agreement, or the limitations of §768.28, Florida Statutes. The indemnification is not intended to nor shall be interpreted as limiting or in any way affecting any defense Customer may have under §768.28, Florida Statutes or as consent to be sued by third parties.

Additional Customer Terms. The terms attached to this Order Form as Exhibit A constitute "Customer Terms" for the purposes of the Agreement and are incorporated into this Order Form by this reference.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: _____
Name: Tyler Traudt
Title: CEO

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Tyler Traudt
account-management@debtbook.com

COCOA, FL

By: _____
Name: _____
Title: _____

Notice Address

65 Stone St.
Cocoa, FL 32922
Attention: Rebecca Bowman
rbowman@cocoafl.org

Billing Contact

65 Stone St.
Cocoa, FL 32922
Attention: Accounts Payable
accountspayable@cocoafl.org

Exhibit A

Additional Customer Terms

Public Records. The parties hereby specifically agree that any record, document, computerized information and program, audio or video tape, photograph, or other writing of DebtBook and its independent contractors and associates related, directly or indirectly, to the Agreement, may be deemed to be a Public Record whether in the possession or control of DebtBook or the Customer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of DebtBook is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's City Manager. Upon request by the Customer, DebtBook shall promptly supply copies of said public records to the Customer. All books, cards, registers, receipts, documents, and other papers in connection with the Agreement shall at any and all reasonable times during the normal working hours of DebtBook be open and freely exhibited to the Customer for the purpose of examination and/or audit. Failure by DebtBook to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of the Agreement by the Customer upon delivery of a written notice of cancellation. If DebtBook fails to comply with this Section, and the Customer must enforce this Section, or DebtBook suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to DebtBook's failure to comply with this Section, the Customer shall collect from DebtBook prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against DebtBook. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of DebtBook's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of the Agreement.

DebtBook acknowledges that the Customer is a Florida municipal corporation and subject to the Florida Public Records Law. DebtBook agrees that to the extent any document produced by DebtBook under the Agreement constitutes a Public Record; DebtBook shall comply with the Florida Public Records Law.

DebtBook will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time. IF DEBTBOOK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEBTBOOK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [321-433-8484], [Cshealy@cocoafl.gov], [65 Stone St., Cocoa, FL 32922]

E-Verify. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, DebtBook shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. DebtBook must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the DebtBook stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the Agreement and shall result in the immediate termination of the contract without penalty to the Customer. If Customer terminates the Agreement under Section 448.095(2)(c), Florida Statutes, DebtBook shall be liable for all additional costs incurred by the Customer securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.If DebtBook uses subcontractors, then the following shall apply:

a. DebtBook shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. DebtBook shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.

c. DebtBook shall provide a copy of all subcontractor affidavits to the Customer upon receipt and shall maintain a copy for the duration of the Agreement.

Governing Law. The Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

Mediation. If any dispute arises between the parties regarding the terms or performance of the Agreement, each party agrees to participate in mediation and to share equally the cost of the mediator. If the parties fail to resolve their differences through mediation, then any cause of action filed hereunder must be filed in the Circuit or County Court for Brevard County, Florida.

INSURANCE REQUIREMENTS (ONLY IF DEBTBOOK MUST APPEAR PHYSICALLY ON CUSTOMER'S PROPERTY).

(a) COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the Customer, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the Customer, be named as an additional insured to DEBTBOOK's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the Customer, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the Customer and FDOT, be named as an additional insured to DebtBook CGL's policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

(c) AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

DebtBook shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by DebtBook or by anyone directly or indirectly employed by DebtBook.

(d) PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the Customer 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.

(e) WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the Customer 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 Customer comply with the exemption and notice provisions of Florida Statutes 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 Florida Statutes 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

"**Application Services**" means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"**Order Form**" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) [Reserved].

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the

Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

SERVICE LEVEL ADDENDUM

1. Overview

This Application Service Level Addendum ("**SLA**") governs the license and use of the Application Service under the Agreement (as each such term is defined below) between Fifth Asset Inc., d/b/a DebtBook ("**DebtBook**"), and Customer and is subject to the terms of the Agreement. This SLA is subject to change at DebtBook's discretion so long as such changes do not result in a material reduction in the level of availability of the Application Service or service credits available hereunder during the purchased subscription term.

2. Definitions

For the purposes of this SLA, each of the following terms has the meaning set forth below:

2.1 "**Actual Service Availability**" means the percentage of time that the Application Service was Available in the Calendar Quarter (as defined in Section 5.2) and is calculated in accordance with Section 5.2.

2.2 "**Actual Uptime**" means the total number of minutes in the Calendar Quarter during which the Application Service was Available. Actual Uptime is measured by subtracting the total number of minutes of Unplanned Downtime in the Calendar Quarter from the total number of minutes of Scheduled Uptime in the Calendar Quarter.

2.3 "**Agreement**" means, collectively, any agreement between DebtBook and the Customer applicable to the Application Service, including, if applicable, the Order Form and the Master Subscription Agreement or DebtBook's General Terms & Conditions, as the case may be.

2.4 "**Application Service**" means DebtBook's debt and lease management software-as-a-service application, as more particularly described in the Agreement.

2.5 "**Availability**" or "**Available**" means, subject to the terms of this SLA, that Customer's Users are able to access the Application Service.

2.6 "**Excluded Events**" means any inability to access the Application Service, or any other interruption or shutdown of the Application Service, resulting from or due to any of the following:

(a) any non-scheduled emergency maintenance necessary to protect the performance, availability, stability, or security of the Application Service, including those initiated by DebtBook in accordance with Sections 8.1 through 8.3 of this SLA;

(b) Internet congestion or slowdown, failure of the internet, or failure of Customer's network;

(c) circumstances reasonably believed by DebtBook (or any third-party hosting provider) to be a significant threat to the normal operation of the Application Service, the operating infrastructure, the facility from which the Application Service is provided, or otherwise relating to access to or the integrity of Customer Data (e.g., a critical vulnerability, virus, hacker, or malware or denial of service attack);

(d) data transmission failures outside the control of DebtBook and not caused by DebtBook's negligence or willful misconduct;

(e) any scheduled maintenance or maintenance windows, planned outages, emergency maintenance, or unplanned downtime (i) undertaken at the request or direction of or as otherwise agreed by Customer that requires the Application Service to be temporarily taken offline or (ii) otherwise occurring because of any actions or omissions taken by DebtBook at the request or direction of Customer;

(f) the failure or malfunction of Customer's or any third party's equipment, software components, software applications, systems, or other technology and/or integrations developed by or for Customer that are running on or interacting with the Application Service, in each case not solely owned or controlled by DebtBook;

(g) system administration, commands, or file transfers performed by Customer Users or representatives;

(h) factors outside DebtBook's reasonable control, including, but not limited to, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including DebtBook's third-party hosting provider or other vendors), and other force majeure events;

(i) in full or in part, any acts or omissions of Customer, its employees, contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control, including negligence or material breach of Customer's obligations under the Agreement;

(j) any permitted suspension or termination of Customer's right to use the Application Service due to Customer's or its Users' breach of the Agreement, as set forth in such Agreement;

(k) Customer's lack of availability or delay in responding to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for the Application Service;

(l) performance or security issues that result from Customer's failure to accept the application of patches made available by DebtBook;

(m) failures or fluctuations in electrical, connectivity, network, or telecommunications equipment or lines due to circumstances outside of DebtBook's reasonable control;

(n) Customer combining or merging the Application Service with any hardware or software not supplied by DebtBook or not identified by DebtBook in the Documentation as compatible with the Application Service; and

(o) any modification or changes to the configuration of any version of the Application Service not made by DebtBook or not identified by DebtBook in the Documentation.

2.7 "**Scheduled Downtime**" means the total number of minutes in the Calendar Quarter during which the Application Service is not Available due to scheduled or announced Application Service or system maintenance.

2.8 "**Scheduled Uptime**" means the total number of minutes in the Calendar Quarter, less (a) the total number of minutes of Scheduled Downtime in the Calendar Quarter and (b) the total number of minutes in which the Application Service is not Available due to any or all Excluded Events occurring during such Calendar Quarter.

2.9 "**Unplanned Downtime**" means the total number of minutes in the Calendar Quarter during which the Customer had complete loss of ability to access the Application Service, excluding Scheduled Downtime and any time during which the Application Service or any Application Service component is not Available due to an Excluded Event. Unplanned Downtime will be calculated beginning on the second consecutive detection of Unplanned Downtime within a five-minute period and will end when the unplanned downtime has been resolved, in each case as detected by DebtBook's internal monitoring systems.

Each capitalized term used but not otherwise defined in this SLA has the meaning given to such term in the Agreement.

3. Hours of Operation

DebtBook will use commercially reasonable efforts to make the Application Service Available to Customer 24 hours a day, 7 days a week, 365 days a year, except during Scheduled Downtime, Excluded Events, and as otherwise set forth in the Agreement and this SLA.

4. Application Service Access; Network Bandwidth and Latency

Customer access to the Application Service is through the Internet. DebtBook is not responsible for Customer's network connections or for conditions or problems arising from or related to Customer's network connections (e.g., bandwidth issues, excessive latency, network outages) or caused by the Internet. DebtBook uses its own internal monitoring systems to monitor Application Service Availability at all times. DebtBook will notify Customers of any identified issues that will impact Application Service Availability as soon as practicable via email to Customer's designated point of contact.

5. Application Service Availability

5.1 Application Service Availability Target

Except as otherwise set forth in the Agreement, DebtBook will use commercially reasonable efforts to make the Application Service Available for a Calendar Quarter uptime percentage of 99.9% (the "**Application Service Availability Target**").

5.2 Calculation of Actual Service Availability

Measurement of Actual Service Availability begins on the date that the production environment for the Application Service has been made available for access by Customer in accordance with DebtBook's standard business process. Following the end of each of calendar quarter of the purchased subscription term (January – March; April – June; July – September; October – December) (each, a "**Calendar Quarter**"), DebtBook measures the Actual Service Availability by dividing the Actual Uptime by the Scheduled Uptime and multiplying by 100. All Scheduled Downtime and Unplanned Downtime will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of Scheduled Downtime and Unplanned Downtime over a Calendar Quarter shall be based on DebtBook's internal server monitoring equipment and records, which is accessible to the Customer via URL at https://status.debtbook.com.

6. Reporting

Customer may request a report detailing the Application Service Availability ("**Availability Report**") within 15 days of the end of the prior Calendar Quarter by sending such a request to DebtBook at support@debtbook.com. Any claims relating to the accuracy of the Availability Report shall be deemed waived if notice of such dispute is not received within 15 days of the date DebtBook provides such Availability Report to Customer. DebtBook shall be the final arbiter of all determinations of Actual Service Availability and failure to meet the Application Service Availability Target in accordance with this SLA.

7. Failure to Meet the Application Service Availability Target

7.1 Service Credits

Subject to the terms of Section 7.2 below, if (1) DebtBook fails to meet the Application Service Availability Target in any Calendar Quarter during Customer's subscription term ("**Application Service Availability Failure**") and (2) Customer is not in breach of the Agreement, then Customer may request to receive the following extensions to the subscription term of the Application Service that experienced the Application Service Availability Failure in accordance with the following (the "**Service Credits**"):

Actual Service Availability	Service Credits
Meets Application Service Availability Target	0 days
Less than 1% below Application Service Availability Target	5 days
More than 1% below Application Service Availability Target	15 days

Service Credits for the affected Application Service shall be cumulative and shall extend the term of Customer's subscription as set forth in the most recent Order Form for the Application Service at no cost to Customer. Any renewal by Customer of the affected Application Service shall be effective after all issued Service Credits have been fully utilized. Notwithstanding anything in this SLA to the contrary, the maximum number of Service Credits that DebtBook will issue during a calendar year is 60 days. Except as set forth in Section 7.4, Service Credits may not be exchanged for or converted to monetary amounts.

7.2 Process to Request Issuance of Service Credits

Customer must request any Service Credit potentially due hereunder no later than: (a) 30 days of the end of the Calendar Quarter in which the Application Service Availability Failure occurred or (b) 15 days after receiving the Availability Report. Service Credit requests must be made by contacting DebtBook at support@debtbook.com. Customer waives any right to Service Credits not requested by it in accordance with the terms of this Section 7.2. If (1) the Application Service Availability Failure is validated by DebtBook's internal system monitoring records and (2) Customer is not in breach of the Agreement, DebtBook shall issue the Service Credits to Customer.

7.3 Repeated Failure to Meet the Application Service Availability Target

If the Application Service experiences an Application Service Availability Failure of below 99.0% for two consecutive Calendar Quarters during the subscription term, Customer may terminate its subscription to the Application Service experiencing such failure effective 10 days following the date of DebtBook's receipt of written notice, and Customer will receive a prorated refund of any amounts pre-paid for the period of the subscription term remaining following the effective date of termination of the affected Application Service. Any termination of the Agreement for repeated failure to meet the Application Service Availability Target is subject to the terms and conditions of the Agreement.

7.4 Service Credit Refunds

If Customer has outstanding and unused Service Credits for a Application Service following the expiration or termination of the subscription term of the affected Application Service, then Customer shall be entitled to a monetary refund equal to the daily license fees that would be payable by Customer under its subscription for the affected Application Service at the time of the Application Service Availability Failure (excluding any fees payable for a private tenant or environment, or managed or professional services associated with such Application Service), multiplied by the number of days of Service Credits owed to Customer as set forth above; provided, however, that such refund shall first be applied as a credit to Customer's next invoice for any other DebtBook software or Software-as-a-Application Service offering licensed by Customer.

7.5 Sole and Exclusive Remedy

In no event shall any unavailability or failure of DebtBook to meet the Application Service Availability Target or other parameters under this SLA be deemed to be or constitute a breach by DebtBook of this SLA. **Customer's sole and exclusive remedy for DebtBook's failure to meet the Application Service Availability Target is the issuance of the Service Credits as set forth in Section 7.1 for the affected Application Service only. Customer's sole and exclusive remedy for DebtBook's repeated failure to**

meet the Application Service Availability Target at below 99.0% for two consecutive Calendar Quarters is the right to terminate the subscription to the affected Application Service in accordance with Section 7.3.

8. Application Service Maintenance and Change Management Policy

8.1 Application Service Maintenance and Changes

DebtBook performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Application Service. For changes that are expected to cause service interruption, DebtBook will endeavor to provide prior notice of the anticipated impact. For Customer-specific changes and upgrades, DebtBook will work to coordinate the maintenance periods with Customer where possible. The durations of the maintenance periods for scheduled or planned maintenance are not included in the calculation of Unplanned Downtime minutes in the quarterly measurement period for Application Service Availability. DebtBook uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that may cause Application Service interruptions. All Customer-relevant Application Service notifications will be posted on the homepage located within the purchased Application Service.

8.2 Emergency Maintenance

DebtBook may periodically be required to execute emergency maintenance to protect the security, performance, availability, or stability of the Application Service. Emergency maintenance may include program patching and/or core system maintenance, as required. DebtBook will work to minimize the use of emergency maintenance and, where reasonably practicable, will endeavor to provide Customer prior notice of any emergency maintenance requiring a service interruption.

8.3 Major Maintenance Changes

To help ensure continuous stability, availability, security, and performance of the Application Service, DebtBook reserves the right to perform major changes to its hardware infrastructure, operating software, applications software, and supporting application software under its control. Each such change event is considered planned maintenance and may cause the Application Service to be unavailable for up to 24 hours. DebtBook will endeavor to provide prior notice of the anticipated unavailability.

9. Technical Support

9.1 Support Fees

The fees paid by Customer for the Application Service include DebtBook's provision of the technical support services described in this SLA ("**Technical Support**"). Additional fees are applicable for any other DebtBook support service offerings or other professional or consulting services purchased by Customer.

9.2 Support Period

Technical Support becomes available on the start date of the Application Service subscription term and ends upon the expiration or termination of the Application Service subscription term set forth in the applicable Order Form, as extended, if applicable, by any Service Credits issued under Section 7.1 (the "**Applicable Support Period**"). DebtBook is not obligated to provide the Technical Support described in this SLA beyond the end of the Applicable Support Period.

9.3 Technical Contacts

Customer's technical contacts and other Users of the Application Service are the sole liaisons between Customer and DebtBook for Technical Support and will be responsible for communicating with and providing timely and accurate information and feedback to DebtBook in connection with the Technical Support. Customer's technical contacts must be knowledgeable about the Application Service and the environment to help resolve service issues and to assist DebtBook in analyzing and resolving Technical Support requests. When submitting a Technical Support request, Customer's technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem to assist DebtBook in diagnosing and triaging the problem. To avoid interruptions in Technical Support, Customer must notify DebtBook whenever technical contact responsibilities are transferred to another individual.

9.4 Technical Support

Technical Support includes:

- 24 x 7 access to the web-based Technical Support Site located at https://support.debtbook.com (or such other address designated by DebtBook for Technical Support requests) to log Technical Support requests. Access to the Support Site is limited to Customer's designated technical contacts and other Authorized Users of the Application Service;
- Diagnosis of problems or issues with the Application Service;
- Reasonable commercial efforts to resolve reported and verifiable errors in the Application Service so that the Application Service performs in all material respects as described in the Documentation.
- Access to community forums; and
- Technical and non-technical Customer service assistance during normal DebtBook business hours (Monday through Friday, 8:00 AM to 8:00 PM EST).

[Remainder of Page Left Intentionally Blank]

9.5 Priority Level Definitions & Response Times

9.5.1 Generally

All Technical Support requests must be directed to DebtBook's Client Operations and Product Support team by using the contact information located in the application, on our web site or using support@debtbook.com. All Technical Support cases are assigned to a Product Support Specialist and prioritized based on the severity and visibility of the issue. Technical Support will attempt to troubleshoot the issue and provide a workaround solution, or it will file a defect in DebtBook's defect tracking system for remediation. DebtBook will use commercially reasonable efforts to respond to requests and problems that reflect the urgency of the resolution of a request. A "resolution" can be any of the following: a work around, hotfix, service release, or an action plan to address the issue.

Priority Level	Critical	High	Medium	Low
Definition	The Application Service becomes inoperable which prevents its use.	The Application Service is not behaving as designed for at least 20% of the Users.	The Application Service is not behaving as designed for 1-20% of the Users or the Application Service is not behaving as designed for at least 20% of the Users, but there is a work around solution.	The Application Service is not behaving as designed, but there is a work around solution or the Application Service is not behaving as designed for less than 1% of the Users.
Initial Response Following Receipt of Customer Support Request	1-2 business hours	4 business hours	1 business day	3 business days
Status Updates to Customer after Initial Response	Hourly	Daily	Weekly	As needed
Target Resolution	Hotfix or workaround	Hotfix or workaround	Application Service/major release or workaround	Major release or workaround

9.5.2 Initial Priority Level

At the time DebtBook accepts a Technical Support request, DebtBook will record an initial Priority Level based on the above Priority Level definitions. Upon acceptance of a Technical Support request, DebtBook's initial focus will be to resolve the issues underlying the request. The Priority Level of the request may be adjusted as described below.

9.5.3 Downgrade or Upgrade of Technical Support Request Priority Levels

If, during the Technical Support request process, DebtBook determines the issue no longer warrants the Priority Level currently assigned or warrants the assignment of a higher priority

level than currently assigned, based on its current impact on the operation of the Application Service, then the Priority Level will be downgraded or upgraded by DebtBook to the priority level that most appropriately reflects its current impact.

9.5.4 Resolution Times

Due to the widely varying nature of possible issues, it is not possible to provide specific resolution objectives. DebtBook will use commercially reasonable efforts to resolve all reported and verifiable issues with the Application Service as promptly as possible and in accordance with the Priority Levels assigned to such issues.

9.6 Technical Support Request Escalation

For Technical Support requests that are escalated, the Product Support Specialist will engage the parties' respective relationship and/or support managers, who will be responsible for managing the escalation, developing an action plan, and allocating appropriate resources to help facilitate resolution of such escalated Technical Support requests.

Last Updated: August 31, 2021

DebtBook Acceptable Use Policy (AUP)

Overview

This Acceptable Use Policy (the "**Policy**") applies to all users of the services, software and systems provided by or on behalf of Fifth Asset, Inc. ("**we**", "**DebtBook**" or the "**Company**") (the services, software and systems are collectively referred to as the "**DebtBook Platform**"). This Policy is incorporated into and forms part of the Master Subscription Agreement or other similar agreement between DebtBook and the entity signing such agreement (the "**Agreement**") and all of its users (collectively, "**you**"). Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.

This Policy prohibits uses and activities involving the DebtBook Platform that are illegal, infringe the rights of others, interfere with or diminish the use of the DebtBook Platform by others, or otherwise adversely affect the DebtBook Platform or Company. If we believe, in our discretion, that you violate this Policy in any way, we may suspend or terminate your access to the DebtBook Platform and the Agreement. We may also suspend or terminate access or your Agreement where we see behavior, content, or other factors that pose a threat to our system or other users of the DebtBook Platform.

When you use the DebtBook Platform, you must not do any of the following:

1. Conduct and information restrictions

- Undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violates any applicable local, state, federal, or non-U.S. law, order, or regulation (collectively, "**Laws**");
- Obtain, export, transmit, move or copy any data, information or material you do not have the right to, or which was obtained using the DebtBook Platform for unlawful purpose;
- Use the DebtBook Platform for benchmarking, timesharing or service bureau purposes or otherwise for the benefit of a third party;
- Attempt, in any manner, to obtain the password, account, or other security information from any other user;
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the DebtBook Platform or otherwise that is protected by copyright or other proprietary right, without being the owner of such material or otherwise obtaining any required permission of the owner;
- Use any name, logo, tagline or other mark of DebtBook or its affiliates, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us in writing); or (b) to imply (i) support or endorsement by DebtBook and its affiliates of your activities or (ii) identification with DebtBook as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled;
- Create any link to the DebtBook Platform or frame or mirror any content contained or accessible from the DebtBook Platform;
- Distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam");
- Participate in the collection of very large numbers of e-mail addresses, phone numbers, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as scraping, spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar deceptive, misleading or fraudulent activity (for example, "phishing");

- If you use the DebtBook Platform to collect, store or use contact information, you acknowledge and agree that compliance with all applicable Laws may include the requirement to (i) have the express consent of an individual to (a) collect and store their contact information and (b) contact them by any means (including e-mail, telephone, fax, social network, etc.) and (ii) include a mechanism for the recipient to block any future contact from you (for example an "unsubscribe" or "opt-out" mechanism in an e-mail; or "do not call" list for telephone marketing); and
- Use contact information or e-mail lists in a manner that is likely to result in an excessive number of unsubscribe requests or Spam complaints or notices, as determined by acceptable industry practices.

2. Technical restrictions

- Use extreme bandwidth capacity in a way that threatens our infrastructure or the ability of another user to access and use the DebtBook Platform;
- Upload viruses or malware or any other software, hardware device or code intended to harm or disrupt the DebtBook Platform;
- Attempt to overload the system with email or traffic;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Distribute programs that make unauthorized changes to software (cracks);
- Alter, modify, or tamper with the DebtBook Platform or permit any other person to do the same who is not authorized by DebtBook; or
- Attempt to probe, scan or test the vulnerability of the DebtBook Platform or to breach the security or authentication measures without proper authorization.

3. Network and usage restrictions

- Restrict, inhibit, or otherwise interfere with the ability of any other entity or individual, to use the DebtBook Platform, including without limitation (i) sending information in a way that is likely to be marked as Spam or compromise the reputation of an IP address, and (ii) posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the DebtBook Platform or any DebtBook (or DebtBook affiliate or supplier) host, server, backbone network, node or service; or
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

Changes to this Policy

We're constantly trying to improve the DebtBook Platform, so we may need to change this Acceptable Use Policy from time to time as well. If we modify this Policy, we will use commercially reasonable efforts to alert you to changes by placing a notice on the DebtBook website, the DebtBook Platform, by sending you an email, and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the DebtBook Platform, and you are still responsible for reading and understanding them. If you use the DebtBook Platform after any changes to the Acceptable Use Policy have been posted, that means you agree to all of the changes.

DebtBook Privacy Notice

Last updated January 24, 2020

Thank you for choosing to be part of our community at Fifth Asset Inc., doing business as DebtBook ("**DebtBook**," "**we**," "**us**," or "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice or our practices with regard to your personal information, please contact us at privacy@debtbook.com.

This privacy notice describes how we might use your information if you:

- Visit our website at https://www.debtbook.com
- Engage with us in other related ways — including any sales, marketing, or events

In this privacy notice, if we refer to:

- "**Website**," we are referring to any website of ours that references or links to this policy
- "**Services**," we are referring to our Website, and other related services, including any sales, marketing, or events

The purpose of this privacy notice is to explain to you in the clearest way possible what information we collect, how we use it, and what rights you have in relation to it. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

Please read this privacy notice carefully, as it will help you understand what we do with the information that we collect.

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1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

Personal Information Provided by You. We collect names; phone numbers; email addresses; job titles; usernames; passwords; contact preferences; mailing addresses; and other similar information.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Website.

We automatically collect certain information when you visit, use or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Website and other technical information. This information is primarily needed to maintain the security and operation of our Website, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies. The information we collect includes:

The information we collect includes:

- **Log and Usage Data**. Log and usage data is service-related, diagnostic, usage and performance information our servers automatically collect when you access or use our Website and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings and information about your activity in the Website (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).
- **Device Data**. We collect device data such as information about your computer, phone, tablet or other device you use to access the Website. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model Internet service provider and/or mobile carrier, operating system and system configuration information.
- **Location Data**. We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Website. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. Note however, if you choose to opt out, you may not be able to use certain aspects of the Services.

2. HOW DO WE USE YOUR INFORMATION?

In Short: We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To send administrative information to you**. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.

- **To protect our Services**. We may use your information as part of our efforts to keep our Website safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract**.
- **To respond to legal requests and prevent harm**. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **To send you marketing and promotional communications**. We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "WHAT ARE YOUR PRIVACY RIGHTS?" below).
- **Deliver targeted advertising to you**. We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.
- **For other business purposes**. We may use your information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Website, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

In Short: We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.

We may process or share your data that we hold based on the following legal basis:

- **Consent**: We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests**: We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract**: Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations**: We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests**: We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers**. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

5. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than 2 years.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

6. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment.

7. DO WE COLLECT INFORMATION FROM MINORS?

In Short: We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Website, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Website. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at privacy@debtbook.com.

8. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: You may review, change, or terminate your account at any time.

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you are a resident in Switzerland, the contact details for the data protection authorities are available here: https://www.edoeb.admin.ch/edoeb/en/home.html. Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt-out of interest-based advertising by advertisers on our Website visit http://www.aboutads.info/choices/.

9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("**DNT**") feature or setting you can activate to signal your privacy preference not to have data about your online

browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

11. DO WE MAKE UPDATES TO THIS NOTICE?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at privacy@debtbook.com or by post to:

Fifth Asset Inc.
300 West Summit Ave
Suite 110
Charlotte, NC 28203
United States

13. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please submit are request form by clicking here.

DebtBook Quote

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Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 2 This represents the cost of our White Glove GASB-96 Implementation process for your organization.	1	$2,000 Year 1	100%	$0 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$13,000 Year 1	15%	$11,000 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$13,000 Year 2	8%	$12,000 Year 2 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$13,000 Year 3	-	$13,000 Year 3 Cost
Total 3 Year Renewal Cost:				**$36,000**

Legislation Details (With Text)

File #:	23-394	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/6/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jacobs COI.pdf Jacobs Agreement.pdf TO 2023-31 Wellhead Facilities for Well 17R - Design, Permitting, SDC.pdf Signed_Veloza_T.O. (2023_31) Jacobs-227902 (June 8 2023) UT (03) .pdf Track Sheet.pdf Task Order-JACOBS 2023 Number.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2023
Agenda Date: July 11, 2023
Prepared By: David Veloza ,E.I., Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW).

BACKGROUND:

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water consists of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today.

The City of Cocoa wells are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) on December 13, 2022. As with all wells and well fields, individual wells have a life cycle. The City has been effective with on-going evaluations of its wells and when the City determines that a well has reached its expected maximum life span, either by mechanical failure or un-restorable loss of performance, then well replacement is

in order. As part of these evaluations, Well 17 was identified as a candidate facility for replacement when it was found that the well casing was severely deteriorated and needed either significant repair or replacement. City wants to replace this Well 17 with Well 17R.

In order to replace Well 17, City staff recommends approval of Task Order 2023-31. This Task Order allows Jacobs to provide engineering services to the design for the above grade wellhead facilities for Well17R. This includes the following:

(1) concrete foundation/block building
(2) concrete pump pedestal
(3) valving/instrumentation required for operation
(4) prepare and submit an application for an FDEP permit for new facilities

Jacobs will also provide engineering services to support City during construction phase of Well 17R. These engineering services during the construction phase include the following:

(1) inspections
(2) submittal reviews
(3) reviews of Request for Information (RFI's)
(4) deliver record drawings upon completion of project.

These engineering services will be in conjunction with engineering services provided by Connected Consulting, Inc. (CCI) for the design of the well and CUP modifications. CCI's design work is being approved under a separate agenda item.

Staff recommends approval of the Jacobs Task Order 2023-31 for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW) for $227,902.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$227,902.00
Account Number	424-4050-536.63-00, WS20DW
Account Name	Infrastructure
Source of Funds:	Capital

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Multi-year Task Order 2023-31 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design, permitting, and services during construction of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2022

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 65814810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72496176	07/01/22	07/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25568230	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C68914619 (WI)	07/01/22	07/01/23	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WLR C6891453A (AOS)	07/01/22	07/01/23	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C68914577 (OH)*	07/01/22	07/01/23	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 013	07/01/22	07/01/23	PER CLAIM/PER AGG	3,000,000

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

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

CERTIFICATE HOLDER

City of Cocoa FL

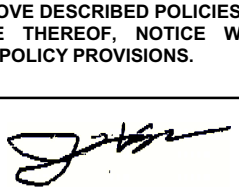
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/17/2022

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

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			78
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G72496176	07/01/2022 TO 07/01/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25568230	Policy Period 07/01/2022 TO 07/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

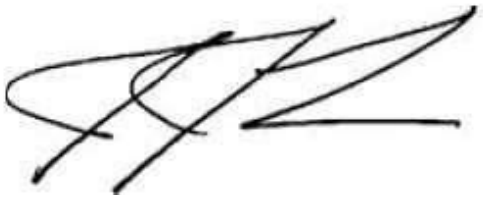
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BLVD, STE 1140 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C6891453A
Policy Period 07-01-2022 **TO** 07-01-2023	Effective Date of Endorsement 07-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group, Inc.**			Endorsement Number **23**
Policy Symbol **EON**	Policy Number **G21655065 013**	Policy Period **07/01/2022 to 07/01/2023**	Effective Date of Endorsement **07/01/2022**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

JOHN J. LUPICA, President
Authorized Representative

RFQ-20-03-COC

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

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

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

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

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

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

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

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

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

City of Cocoa

Task Order 2023 – 31

Wellhead Facilities for Well 17R – Design, Permitting and Services During Construction

Objective and Background

The City of Cocoa (City) has determined that Well 17 has a compromised well casing and requires replacement. The design, permitting and construction of the City's Well Number 17 Replacement (Well 17R) and abandonment of Well 17 will be performed by others. Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design and permitting of the above grade wellhead facilities for Well 17R. Also under this Task Order, Jacobs will provide services during construction directly related to Jacobs' design components. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020.

Scope of Work

Task 1 - Design Services

Jacobs will provide engineering services to design the above grade wellhead facilities for Well 17R including the following:

- A concrete foundation at grade and a concrete block building at Well 17R. The building will include a roof hatch to access and remove the well pump.
- A concrete pump pedestal for the new well pump and motor.
- Piping to connect the discharge flange of the well pump to the existing raw water transmission system.
- Valving and instrumentation required for operation and maintenance.
- Electrical power from the existing onsite power supply to the new well pump. Relocation of the power disconnect switch to the new wellhouse.
- Communications between the existing PLC and new well instrumentation.

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. Topographic site survey will be provided by the Contractor and performed by a surveyor licensed in the State of Florida. Geotechnical survey and report will be provided by the Contractor and performed by a Professional Engineer licensed in the State of Florida. The topographic survey and geotechnical report shall be in sufficient detail for completion of design and construction activities. Jacobs will coordinate with the Contractor to establish required survey and geotechnical collection parameters. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft design documents will be issued at the 90% completion stage for review. One meeting will be held to review the 90% design and discuss comments. After resolution of comments, Jacobs will finalize the design documents for bidding.

Task 1 Deliverables

- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Task 2 - Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the new wellhead facilities. The permit application will include supporting documentation and preliminary drawings as required. Jacobs will provide one response to a request for additional information.

Jacobs will prepare and submit the Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service (FDEP form 62-555.900(3)).

Jacobs will prepare a package of design drawings and supporting documentation to assist with the Contractor's formal permit application process to Orange County Building Department. Jacobs will provide one response to a request for additional information. The Contractor shall be responsible for obtaining project permits with the Orange County Building Department.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.
- Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service (FDEP form 62-555.900(3)).

Task 3 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Well 17 Replacement project as described in the subtasks below.

Task 3.1 Construction Inspection and Coordination Support Services

Jacobs will perform periodic field inspections to review progress and quality of the work in order to properly certify the project. Jacobs will conduct on-site observations of the Contractor's work to determine if it conforms to and maintains the design intent of the contract for construction. Jacobs will provide the City with written reports and other records of observations including monthly photographs of the work. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction inspection support for one Jacobs employee for three days per week during construction of the wellhead facilities for Well 17R, which was assumed to be 12 weeks. Jacobs services will also include time for the pre-construction meeting, progress meetings, payment application review, pre-activity planning, review of well construction and testing data, review of the well construction summary report, punch list development, and other onsite coordination efforts with City staff and contractor personnel.

Jacobs's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Task 3.2 Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be no more than 16 submittal reviews by Jacobs.

Task 3.3 Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests For Information (RFI's) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the requests. It is assumed there will be no more than 2 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 2 Contractor-requested changes to the contract.

Task 3.4 Record Drawings

Jacobs will revise the original set of design drawings upon completion of the project, and submit electronic (.pdf and CAD files) signed and sealed record drawings to the City. Record drawings will be developed using CAD/CAE equipment and techniques, from information supplied by the Contractor and onsite personnel.

Task 3 Deliverables

- Preconstruction meeting agenda and summary.
- Construction progress meeting agendas and summaries.
- Weekly construction progress reports.
- Submittal review responses.
- Responses to RFI's from the Contractor during construction, if any.
- Record drawings in .pdf format.

Assumptions

The following key assumptions apply:

- The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
- Design documents will be prepared for a single construction contract.
- Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications.

- The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
- There is no intermediate deliverable before the Final Design (90%).
- Design documents will be delivered in electronic format as .pdf files.
- Jacobs design deliverables will be provided to others for the construction of the work.
- Invitation to Bid documents, or the Division 0 specifications, will be developed and provided by others if required.
- Bidding services are not included in this contract.
- No engineering cost estimates will be prepared as part of this scope of work.
- A site survey and site geotechnical report are required for Jacobs to complete the services described herein. Site survey and geotechnical report shall be performed by others and provided to Jacobs in a report with drawings prior to the start of design services. Topographic site survey and geotechnical report shall be in sufficient detail for completion of design and construction activities.
- Surveying services are not included in this scope.
- Landscape design is not included in this scope.
- Geotechnical services are not included in this scope.
- Plugging and abandonment of the existing Well 17 including design and permitting will be performed by others.
- The design, permitting and construction of a replacement Well 17 including the well pump will be performed by others. Permitting and coordination with the water management district will be performed by others.
- The replacement well will be located on the existing Well 17 site. The existing well site generator and communications antenna will be reused.
- Jacobs will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP up to $1,000.
- The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
- No meetings are included with permitting or regulatory agencies.
- The City is responsible for contacting and coordinating with the power utility on electrical service to the well site.
- The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting services or services during construction. The timeframe for permitting services and services during construction is not within Jacobs' control.
- The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
- The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the

construction Contract Documents and any health or safety precautions required by such construction work.

- No materials testing or sub-consultant services are provided in this Task Order.
- The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
- Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and construction activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and construction.

Design Services provided under Task 1 are estimated to be completed within 18 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
90% Design Document Submittal; 1 meeting	12 weeks following Notice to Proceed
Final Bid Documents Submittal (100% Design Submittal); no meeting	6 weeks following Construction Document comment adjudication

Note: A meeting is anticipated to be held with the City and Contractor within 2 weeks after the 90% design submittal.

Permitting Services provided under Task 2 are anticipated to begin near the end of the design phase with the preparation of permit application package. The FDEP permit application will be submitted within 2 weeks after the finalization of the 100% design submittal. The permit approval schedule is dependent on the regulatory agency but is anticipated to be complete within 6 weeks after permit submittal. Permitting activity will continue throughout construction of the project to support the Contractor's permitting activities with the Orange County Building Department and to complete clearance of the project permit with the FDEP after completion of construction.

Services During Construction provided under Task 3 are anticipated to begin after the City has issued Notice to Proceed to the selected Contractor and will continue throughout the construction process. The duration of the services are dependent on the Contractor's schedule. Record drawings will be submitted to the City within 4 weeks of receipt of properly documented as-builts from the Contractor.

Compensation

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

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	708	$118,532
TASK 2 – PERMITTING SERVICES	90	$16,694
TASK 3 – SERVICES DURING CONSTRUCTION	576	$90,676
EXPENSES & SUBCONSULTANTS	N/A	$2,000
Grand Total	1,374	$227,902

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

Acceptance

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

Approved for City of Cocoa

By _____

Title Michael C. Blake, Mayor

Date 07/11/2023

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date May 24, 2023

City of Cocoa Task Order 2023-31

Wellhead Facilities for Well 17R – Design, Permitting and Services During Construction

Labor Hour Breakdown

TASK #	TASK NAME	Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant /Project Manager	Mid-Level Professional Engineer/Scientist/Consultant /Project Manager	Professional Engineer/Scientist/Consultant /Project Manager	Junior Project Engineer/Scientist/Consultant	Construction Manager/Senior Technician	Senior Construction Inspector	Office/Project Administration	Labor Hours	Labor Fee
		$235.00	$218.00	$199.00	$169.00	$110.00	$142.00	$120.00	$85.00		
1	**DESIGN SERVICES**										
	0% to 90%	2	80	144	80	40	112	104		562	$92,870
	90% to 100% / QC and Fixup	6	16	60	16	8	20	20		146	$25,662
									Task Subtotals	**708**	**$118,532**
2	**PERMITTING SERVICES**										
	FDEP	2	8	20	24					54	$10,250
	Orange County			12	24					36	$6,444
									Task Subtotals	**90**	**$16,694**
3	**SERVICES DURING CONSTRUCTION**										
	Construction Inspection and Coordination Support Services				192	96				288	$43,008
	Submittal Review		32	40	32				60	164	$25,444
	Contractor Clarifications and Changes			8	16					24	$4,296
	Record Drawings		12	48	16		8	16		100	$17,928
									Task Subtotals	**576**	**$90,676**
									Labor Total	**1,374**	**$225,902**
									Expenses		**$2,000**
									Subcontracts		**$0**
									Task Order Total		**$227,902**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
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Technician Aide	Technical Aide	$80
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Notes:

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

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

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

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

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

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

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2023-28.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/03/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 399,726.00

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

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management Services Project Number:

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

AMENDMENT

Amendment to Original Task Order No. : 2023-28 Requested Amendment Amount: $ 85,520.00

Original Task Order Amount: $ 399,726.00 Total Revised Amount including all Amendments: $ 485,246.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Task Order #2023-28 with Jacobs Engineering, Inc. provides the Dyal Water Treatment Plant (WTP) with consulting engineering support services under three tasks. Task #1 provides Program Management/Administration, Design Management, Construction Project Support Services, and Task #2 provides services for the Supervisory Command and Data Acquisition (SCADA) support services and Task #3 provides Computerized Maintenance Management Software (CMMS) services.

Additional support services are required for FY23 to assist with ongoing projects. The scope of the additional work requested was not originally budgeted for the necessary support services needed in FY 2023.

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-28.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

07/11/2023

Mayor (Purchases that exceed $50K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

City of Cocoa

Task Order 2023 – 31

Wellhead Facilities for Well 17R – Design, Permitting and Services During Construction

Objective and Background

The City of Cocoa (City) has determined that Well 17 has a compromised well casing and requires replacement. The design, permitting and construction of the City's Well Number 17 Replacement (Well 17R) and abandonment of Well 17 will be performed by others. Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design and permitting of the above grade wellhead facilities for Well 17R. Also under this Task Order, Jacobs will provide services during construction directly related to Jacobs' design components. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020.

Scope of Work

Task 1 - Design Services

Jacobs will provide engineering services to design the above grade wellhead facilities for Well 17R including the following:

- A concrete foundation at grade and a concrete block building at Well 17R. The building will include a roof hatch to access and remove the well pump.
- A concrete pump pedestal for the new well pump and motor.
- Piping to connect the discharge flange of the well pump to the existing raw water transmission system.
- Valving and instrumentation required for operation and maintenance.
- Electrical power from the existing onsite power supply to the new well pump. Relocation of the power disconnect switch to the new wellhouse.
- Communications between the existing PLC and new well instrumentation.

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. Topographic site survey will be provided by the Contractor and performed by a surveyor licensed in the State of Florida. Geotechnical survey and report will be provided by the Contractor and performed by a Professional Engineer licensed in the State of Florida. The topographic survey and geotechnical report shall be in sufficient detail for completion of design and construction activities. Jacobs will coordinate with the Contractor to establish required survey and geotechnical collection parameters. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft design documents will be issued at the 90% completion stage for review. One meeting will be held to review the 90% design and discuss comments. After resolution of comments, Jacobs will finalize the design documents for bidding.

Task 1 Deliverables

- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Task 2 - Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the new wellhead facilities. The permit application will include supporting documentation and preliminary drawings as required. Jacobs will provide one response to a request for additional information.

Jacobs will prepare and submit the Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service (FDEP form 62-555.900(3)).

Jacobs will prepare a package of design drawings and supporting documentation to assist with the Contractor's formal permit application process to Orange County Building Department. Jacobs will provide one response to a request for additional information. The Contractor shall be responsible for obtaining project permits with the Orange County Building Department.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.
- Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service (FDEP form 62-555.900(3)).

Task 3 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Well 17 Replacement project as described in the subtasks below.

Task 3.1 Construction Inspection and Coordination Support Services

Jacobs will perform periodic field inspections to review progress and quality of the work in order to properly certify the project. Jacobs will conduct on-site observations of the Contractor's work to determine if it conforms to and maintains the design intent of the contract for construction. Jacobs will provide the City with written reports and other records of observations including monthly photographs of the work. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction inspection support for one Jacobs employee for three days per week during construction of the wellhead facilities for Well 17R, which was assumed to be 12 weeks. Jacobs services will also include time for the pre-construction meeting, progress meetings, payment application review, pre-activity planning, review of well construction and testing data, review of the well construction summary report, punch list development, and other onsite coordination efforts with City staff and contractor personnel.

Jacobs's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Task 3.2 Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be no more than 16 submittal reviews by Jacobs.

Task 3.3 Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests For Information (RFI's) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the requests. It is assumed there will be no more than 2 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 2 Contractor-requested changes to the contract.

Task 3.4 Record Drawings

Jacobs will revise the original set of design drawings upon completion of the project, and submit electronic (.pdf and CAD files) signed and sealed record drawings to the City. Record drawings will be developed using CAD/CAE equipment and techniques, from information supplied by the Contractor and onsite personnel.

Task 3 Deliverables

- Preconstruction meeting agenda and summary.
- Construction progress meeting agendas and summaries.
- Weekly construction progress reports.
- Submittal review responses.
- Responses to RFI's from the Contractor during construction, if any.
- Record drawings in .pdf format.

Assumptions

The following key assumptions apply:

- The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
- Design documents will be prepared for a single construction contract.
- Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications.

- The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
- There is no intermediate deliverable before the Final Design (90%).
- Design documents will be delivered in electronic format as .pdf files.
- Jacobs design deliverables will be provided to others for the construction of the work.
- Invitation to Bid documents, or the Division 0 specifications, will be developed and provided by others if required.
- Bidding services are not included in this contract.
- No engineering cost estimates will be prepared as part of this scope of work.
- A site survey and site geotechnical report are required for Jacobs to complete the services described herein. Site survey and geotechnical report shall be performed by others and provided to Jacobs in a report with drawings prior to the start of design services. Topographic site survey and geotechnical report shall be in sufficient detail for completion of design and construction activities.
- Surveying services are not included in this scope.
- Landscape design is not included in this scope.
- Geotechnical services are not included in this scope.
- Plugging and abandonment of the existing Well 17 including design and permitting will be performed by others.
- The design, permitting and construction of a replacement Well 17 including the well pump will be performed by others. Permitting and coordination with the water management district will be performed by others.
- The replacement well will be located on the existing Well 17 site. The existing well site generator and communications antenna will be reused.
- Jacobs will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP up to $1,000.
- The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
- No meetings are included with permitting or regulatory agencies.
- The City is responsible for contacting and coordinating with the power utility on electrical service to the well site.
- The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting services or services during construction. The timeframe for permitting services and services during construction is not within Jacobs' control.
- The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
- The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the

construction Contract Documents and any health or safety precautions required by such construction work.

- No materials testing or sub-consultant services are provided in this Task Order.
- The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
- Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and construction activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and construction.

Design Services provided under Task 1 are estimated to be completed within 18 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
90% Design Document Submittal; 1 meeting	12 weeks following Notice to Proceed
Final Bid Documents Submittal (100% Design Submittal); no meeting	6 weeks following Construction Document comment adjudication

Note: A meeting is anticipated to be held with the City and Contractor within 2 weeks after the 90% design submittal.

Permitting Services provided under Task 2 are anticipated to begin near the end of the design phase with the preparation of permit application package. The FDEP permit application will be submitted within 2 weeks after the finalization of the 100% design submittal. The permit approval schedule is dependent on the regulatory agency but is anticipated to be complete within 6 weeks after permit submittal. Permitting activity will continue throughout construction of the project to support the Contractor's permitting activities with the Orange County Building Department and to complete clearance of the project permit with the FDEP after completion of construction.

Services During Construction provided under Task 3 are anticipated to begin after the City has issued Notice to Proceed to the selected Contractor and will continue throughout the construction process. The duration of the services are dependent on the Contractor's schedule. Record drawings will be submitted to the City within 4 weeks of receipt of properly documented as-builts from the Contractor.

Compensation

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

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	708	$118,532
TASK 2 – PERMITTING SERVICES	90	$16,694
TASK 3 – SERVICES DURING CONSTRUCTION	576	$90,676
EXPENSES & SUBCONSULTANTS	N/A	$2,000
Grand Total	1,374	$227,902

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

Acceptance

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

Approved for City of Cocoa

By _____

Title Michael C. Blake, Mayor

Date 07/11/2023

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date May 24, 2023

City of Cocoa Task Order 2023-31

Wellhead Facilities for Well 17R – Design, Permitting and Services During Construction

Labor Hour Breakdown

TASK #	TASK NAME	Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant /Project Manager	Mid-Level Professional Engineer/Scientist/Consultant /Project Manager	Professional Engineer/Scientist/Consultant /Project Manager	Junior Project Engineer/Scientist/Consultant	Construction Manager/Senior Technician	Senior Construction Inspector	Office/Project Administration	Labor Hours	Labor Fee
		$235.00	$218.00	$199.00	$169.00	$110.00	$142.00	$120.00	$85.00		
1	**DESIGN SERVICES**										
	0% to 90%	2	80	144	80	40	112	104		562	$92,870
	90% to 100% / QC and Fixup	6	16	60	16	8	20	20		146	$25,662
									Task Subtotals	**708**	**$118,532**
2	**PERMITTING SERVICES**										
	FDEP	2	8	20	24					54	$10,250
	Orange County			12	24					36	$6,444
									Task Subtotals	**90**	**$16,694**
3	**SERVICES DURING CONSTRUCTION**										
	Construction Inspection and Coordination Support Services				192	96				288	$43,008
	Submittal Review		32	40	32				60	164	$25,444
	Contractor Clarifications and Changes			8	16					24	$4,296
	Record Drawings		12	48	16		8	16		100	$17,928
									Task Subtotals	**576**	**$90,676**
									Labor Total	**1,374**	**$225,902**
									Expenses		**$2,000**
									Subcontracts		**$0**
									Task Order Total		**$227,902**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

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

Service Description: Engineering Services for Water System

Total Task Orders: $7,854,649.00

Department: Utilities | Start Date: 2/5/2020 | Paid: $3,421,288.71

Task Orders Issued: 35 | End Date: 2/4/2023 | # Extensions 2 | Encumbered: $902,742.15

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2023	$7,854,649.00	$3,421,288.71	$902,742.15
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22]			2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]			2/26/2020	Completed	$178,052.00	$144,556.50	$0.00

2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22]	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22]	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued		Cancelled	$976,932.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22]	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22]	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Active	$374,708.00	$374,708.00	$0.00

2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Active	$65,000.00	$49,261.15	$15,738.85
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814;	9/23/2020	Active	$178,052.00	$178,039.50	$12.50
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Active	$374,956.00	$291,944.86	$83,011.14
2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Active	$115,164.00	$0.00	$115,164.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961;	9/14/2021	Active	$224,850.00	$160,803.75	$64,046.25
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623;	9/14/2021	Active	$249,280.00	$151,771.50	$97,508.50
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Active	$597,069.00	$286,469.50	$310,599.50
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590;	9/28/2021	Active	$84,494.00	$49,953.00	$34,541.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$158,802.59	$147,064.41
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$0.00	$35,056.00
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$92,934.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]		Pending	$93,880.00	$0.00	$0.00
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221 Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022] Emailed TO to Brian [DK-08/03/2022]		Pending	$249,538.00	$0.00	$0.00
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221 Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]		Pending	$692,563.00	$0.00	$0.00
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]		Pending	$399,726.00	$0.00	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022]		Pending	$92,934.00	$0.00	$0.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]		Pending	$224,554.00	$0.00	$0.00

David Veloza

From: Diane Kozlak
Sent: Thursday, May 18, 2023 4:08 PM
To: David Veloza
Subject: RE: TO-JACOBS 2023-XX

Hi David, please reference Task Order # 2023-31. Thank you.

Have a great evening!

Diane Kozlak
City of Cocoa, Senior Buyer & Contracts Agent

From: David Veloza <dveloza@cocoafl.gov>
Sent: Thursday, May 18, 2023 3:58 PM
To: Diane Kozlak <dkozlak@cocoafl.gov>
Subject: TO-JACOBS 2023-XX

Good afternoon Diane,

My name is David Veloza from Utilities/Engineering. Can you please provide a Task Order number for the project Dyal Install New Well 17 project, WS20DW (see attachments). It is related to the services Jacobs Engineering will provide during the design/construction phases of the project. The project account number is 424-4055-536.63-00.

Sincerely,

David Veloza, E.I
Utilities Associate Engineer
351 Shearer Blvd,
Cocoa, Florida 32922
Phone: (321) 433-8798
Mobile: (321)-522-8367
Email: dveloza@cocoafl.org





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Legislation Details (With Text)

File #:	23-344	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	5/30/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Second Reading of Ordinance No. 05-2023: Amending City Manager Purchasing Approval Authority and purchasing guidelines. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2023 city manager spending authority (PROPOSED CHANGES).pdf Purchasing Policy Data Analysis.pdf LegalAdOrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2023
Agenda Date: July 11, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Second Reading of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines.

BACKGROUND:

The City Code Article I, Sec. 2-4 (a) currently provides that the City Manager's current authorization to contract for and authorize payment for purchases in amounts not exceeding $50,000. Any purchases currently over $50,000 must be approved by City Council. Article I, Sec. 2-4 (d) states that the City Council shall annually review the spending authority of the City Manager during the budget review and adoption. The City is currently in the FY2024 budget process. The City Manager's approval authority has remained the same since 2010, despite an increasing budget and increased costs. Day-to-day operational purchases are often delayed due to the need to present an agenda item for approval at the normally held twice monthly City Council meetings. To assist with expedition of day-to-day processes, staff is requesting approval to increase the City Manger's purchasing authority to $75,000.

Staff requests approval to change the formal sealed solicitation threshold from $35,000 to $75,000 in Article I, Sec. 2-4 (a). The attached analysis demonstrates that most bids already exceed $75,000 and this change will impact only 4% of the City's annual purchases, or $1.5M. Controls exist in the Finance/Purchasing area to ensure that the City's policies and procedures are followed for all

procurements, regardless of whether they meet the bid threshold. For FY 2022, 9 out of the 39 bids were between $35,000 and the requested $75,000 bid threshold amount.

Staff requests approval to increase the City Manager's approval authority for emergency purchases from $100,000 to $200,000 in Article I, Sec. 2-4 (c). Historical evidence shows that most purchases that are made in emergency situations usually exceed $100,000, causing a delay in repairs because staff must then obtain approval from the City Council. As already included in Sec. 2-4 (c) and which will continue to be the process, the City Manager must notify the City Council of the emergency purchase by any of several methods as soon as practicable after the emergency purchase is needed.

Staff requests a change in Article I, Sec. 2-4 (c) to allow the City Manager authority to issue purchase orders and pay invoices for utility services required by the City for normal routine operations which are included in the adoption of the annual budget. These services include electric, gas, fuel, solid waste, telephone, water, sewer and stormwater services. This authority will allow the bills for these necessary services to be paid more timely.

Also included as a change to the existing ordinance is the approval for the City Manager to approve written operation procedures related to purchasing and contract policies, and financial policies and procedures as deemed necessary. However, nothing herein shall limit the council's authority to also establish detailed financial policies and procedures by ordinance or resolution. Any financial policies and procedures adopted by City Council that conflict with those adopted by the City Manager will prevail.

Staff has prepared an analysis of the impact of these changes attached to this agenda item.

Staff is also working on updating the City's purchasing policies that will be presented to the City Council in the near future. This public hearing was advertised in the Florida Today on June 30, 2023.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness: Maintain the City's long-term fiscal sustainability.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At the May 23, 2023 City Council Meeting, the City Council approved Ordinance 05-2023 on First Reading.

Article I, Sec 2-4 was amended through Ordinance No. 26-2019, which established local preference.

Article I, Sec 2-4 was amended through Ordinance No. 17-2016 which changed the bid threshold from $25,000 to $35,000.

RECOMMENDED MOTION:

Approve Second Reading of Ordinance No. 05-2023 amending City Manager Purchasing Approval Authority and purchasing guidelines.

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE RELATED TO PURCHASING AND CONTRACT PROCEDURES; AMENDING SECTION 2-78 RELATED TO FINANCIAL POLICIES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Article XIII of the City Charter, the City Council has the authority to establish purchasing and contract procedures for the City consistent with law; and

WHEREAS, the City Council desires to update and clarify existing purchasing and contract procedures and the City Manager's responsibilities to adopt financial policies and procedures as set forth in the City Code; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Sec. 2-4 Code Amendment.** Section 2-4, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

Sec. 2-4. Purchasing and contract procedures.

(a) The city manager shall be responsible for city purchasing. Competitive prices for all purchases and public improvements shall be obtained through formal or informal solicitation methods and the purchase made from, or the contract awarded to, the lowest and best bidder or respondent unless otherwise required herein, by city purchasing policies adopted by the city

council by resolution, or by law. The city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding ~~fifty~~ seventy-five thousand dollars ($75~~0~~,000.00). All purchases or contracts in excess of seventy-five ~~fifty~~ thousand dollars ($75~~0~~,000.00) must be approved by the city council unless otherwise provided in this section. Formal solicitations ~~sealed bids~~ shall be obtained in all transactions involving the expenditures of ~~thirty-five~~ seventy-five thousand dollars ($~~3~~75,000.00), or more. Formal ~~sealed bids~~ solicitations over ~~fifty~~ seventy-five thousand dollars ($75~~0~~,000.00) will be submitted to and subject to the approval~~ed~~ by the council; provided, that in cases where the council indicates by formal resolution upon the written recommendation of the city manager that it is clearly to the advantage of the city to contract without competitive solicitation ~~bidding~~, it may so authorize. Detailed purchasing and contract policies ~~procedure~~ may be established by ordinance or resolution, and such policies may be supplemented by written operational procedures approved by the city manager. The council, or city manager in accordance with the authority granted herein, may also authorize the making of public improvements or the performing of any other civil work by any city department or agency without competitive solicitation ~~bidding~~.

(b) With respect to construction projects or other projects approved by the city council, the city council may, by resolution, supplement the city manager's spending authority in excess of the limits set forth in subsection (a). However, the supplemental spending authority shall not exceed the unexpended final construction or project budget for the project (including any contingency ~~fund~~ amount) approved by the city council at the time the city council approves the primary construction or project contract or as amended by the city council. The resolution shall authorize the city manager to approve change orders to the primary construction or project contract and any additional service contracts related to the completion of the project, provided such approvals are within the supplemental spending authority approved by the city council. Any additional services authorized by the city manager may be provided by the primary contractor or some other qualified contractor and shall include, but not be limited to, any services required to address circumstances that were not foreseen at the time the primary construction or project contract was approved by the city council. Any change orders or additional service contracts shall comply with the city's purchasing requirements. The city manager shall provide notice to the city council of any such approved change orders and additional service contracts approved pursuant to any resolution adopted pursuant to this subsection. Notice to the city council shall be in the form of an agenda item at the next scheduled city council meeting or as soon as practicable thereafter.

(c) Notwithstanding subsections (a) or (b), in the case of a bona fide emergency, the city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding ~~one~~ two hundred thousand dollars ($~~1~~200,000.00). In such case, the city manager shall notify the city council of the emergency purchase by telephone, electronic message (e-mail), or in person as soon as practicable. In addition, the city manager shall have the authority without further approval of the council to issue purchase orders and pay invoices related to utility services required by the city for normal routine operations up to the amount budgeted and appropriated

by the city council in the city's annual budget including, but not limited to, electric, gas, fuel, solid waste, telephone, water, sewer and stormwater services.

(d) The city council shall annually review the spending authority of the city manager set forth herein during the budget review and adoption process, or as frequently as council deems necessary.

(e) In the letting of contracts for procurement of materials, supplies, equipment or services, the city shall give a preference to local businesses in the following manner:

(1) The city shall give a preference to local businesses located within Brevard County in an amount not to exceed five percent of the total bid price submitted by the local business. If the lowest bidder is not a Brevard County-based business and a local business has submitted a bid within five percent of the lowest bid, the local business bidder with the lowest bid within five percent shall be deemed the lowest bid upon written notice by the city, provided the local business responds in writing to the written notice by affirmatively agreeing to match the bid of the lowest bidder. Said written response agreeing to match the lowest bid must be delivered to the city no later than two business days from the date that the city delivered the written notice. If the local business refuses to match the lowest bid or fails to timely respond to the city's written notice, the local business' bid shall not be adjusted.

(2) A business is considered a local business for purposes of this section if it has a permanent, physical business address located within the city or Brevard County limits, and such location is evidenced by a local business tax receipt that has been issued for at least six months prior to the date that the bid was submitted to the city. A post office box shall not be considered a physical business address. Local businesses must provide documentation of their status at the time of bid submittal.

(3) The local preference policy shall not apply to the following purchases or contracts:
(i) Contracts or purchases in excess of $1,000,000.00.
(ii) Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (F.S. § 287.055).
(iii) Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.
(iv) State or federal law prohibits the use of local preferences.
(v) Goods or services provided pursuant to a cooperative purchasing agreement.
(vi) When the city has waived competitive bidding requirements.
(vii) Purchases made or contracts let under emergency situations.

(viii) Purchases or contracts let under a bid or request for proposal which the city has expressly waived, in the invitation to bid or request for proposal, the requirements of this local preference policy.
(ix) The city has deemed the business unqualified to perform the work.
(x) The city rejects all bids or proposals.
(xi) All the bids exceed the city's budgeted amount for the project.

(4) The local preference requirements of this section do not prohibit the city from comparing the quality of materials proposed for purchase or prohibit the city from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The city reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

(5) The city manager will provide an annual report to the city council in January summarizing the previous year's use of the local preference to award city contracts.

Section 3. Code Amendment. Section 2-78, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (strikeout type indicates deletions from the City Code and underlined type indicates additions):

Sec. 2-78. - Financial policies and procedures.

The city manager shall be responsible for adopting ~~D~~ detailed operational financial policies and procedures as deemed necessary such as policies and procedures to manage the operation and responsibilities of the finance department; maintain control over financial transactions and reporting; manage the budget approved by the city council; account for city assets; comply with accounting rules, regulations and guidelines; and implement the policies and procedures adopted by the city council. However, nothing herein shall limit the council's authority to also establish detailed financial policies and procedures by ordinance or resolution if deemed necessary by council. Financial policies and procedures adopted by the city council shall prevail over any conflicting policies and procedures adopted by the city manager.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical,

typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2023.

_____
Michael C. Blake, Mayor

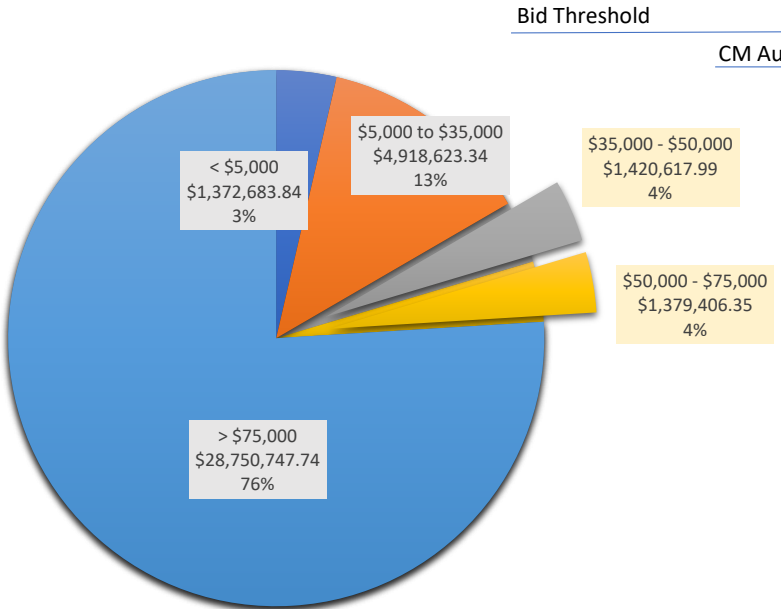
ATTEST:

_____
Carie Shealy, City Clerk

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

Purchase Orders by Fiscal Year

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $50,000	$50,000 - $75,000	> $75,000	Total
2019	$1,467,699.04	$4,848,329.30	$1,683,127.40	$1,583,383.46	$24,456,436.29	$ 34,038,975.49
2020	$1,624,942.22	$5,512,299.20	$1,256,586.05	$1,632,800.87	$39,148,314.05	$ 49,174,942.39
2021	$1,449,972.38	$4,977,895.30	$1,341,922.29	$1,094,166.22	$23,325,689.28	$ 32,189,645.47
2022	$1,346,238.53	$5,356,342.94	$1,567,279.84	$1,459,305.34	$27,962,169.96	$ 37,691,336.61
2023	$974,567.01	$3,898,249.96	$1,254,174.37	$1,127,375.84	$28,861,129.10	$ 36,115,496.28
Average	$1,372,683.84	$4,918,623.34	$1,420,617.99	$1,379,406.35	$28,750,747.74	$ 37,842,079.25
% of Total	4%	13%	4%	4%	76%	



1 Bid Threshold increase represents a total of 7.4% of total spend or $2.8M annually

2 CM Authorization increase represents a total of 3.6% of total spend or $1.4M annually

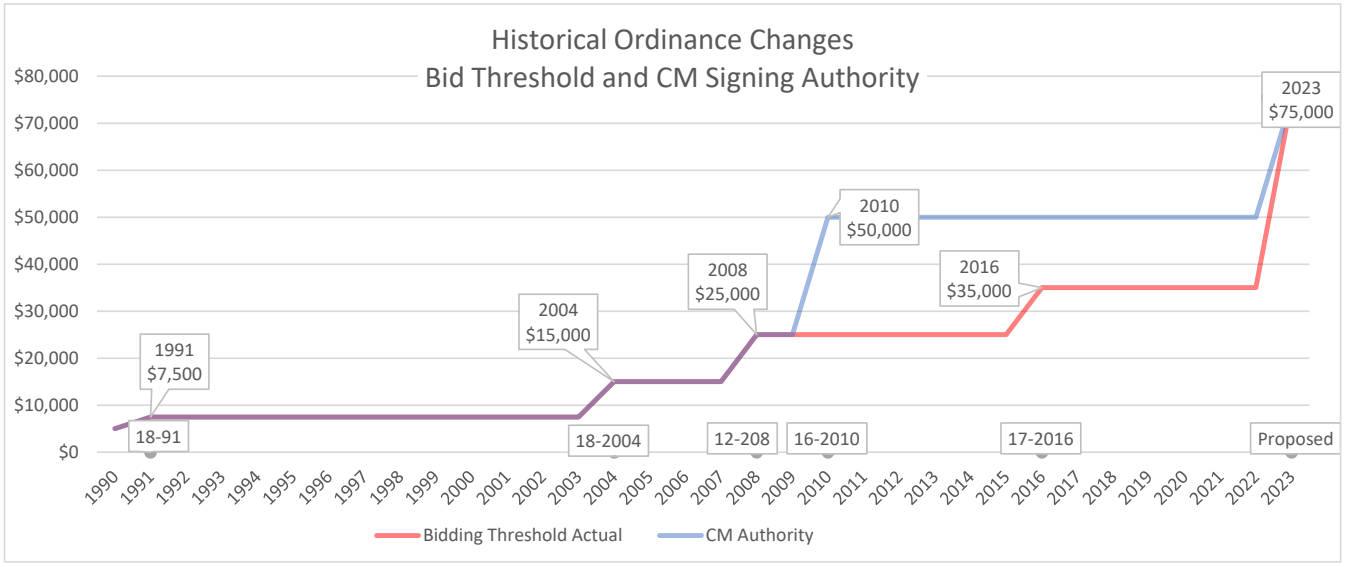
of Transactions

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $75,000	> $75,000	Total
2019	1259	360	67	74	1,760
2020	1256	386	55	73	1,770
2021	959	343	49	73	1,424
2022	898	385	61	77	1,421
2023	593	263	46	68	970
Average	993	347	56	73	1,469

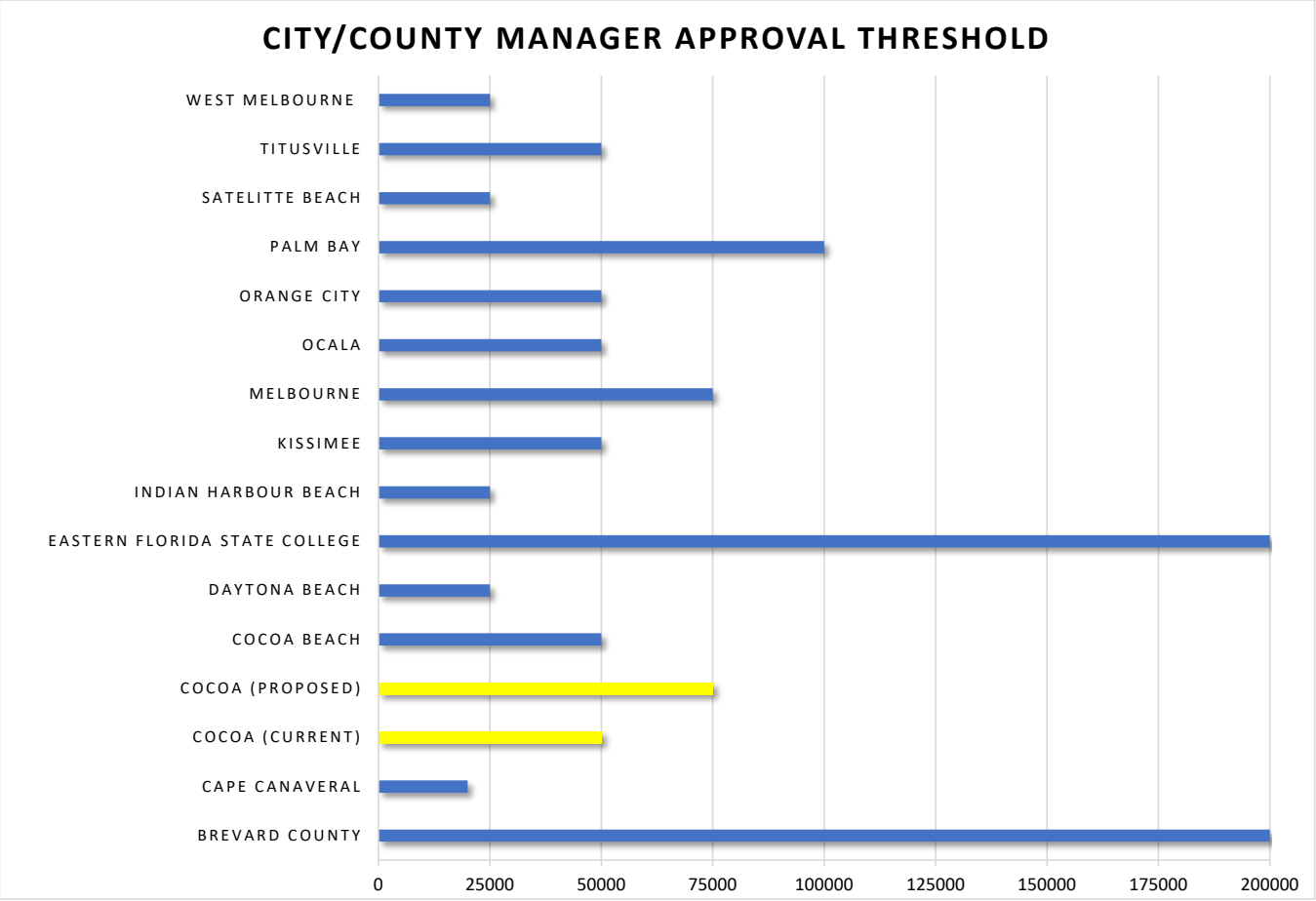
Transactions (% of Total)

Fiscal Year	< $5,000	$5,000 to $35,000	$35,000 - $75,000	> $75,000
2019	72%	20%	4%	4%
2020	71%	22%	3%	4%
2021	67%	24%	3%	5%
2022	63%	27%	4%	5%
2023	61%	27%	5%	7%
Average	67%	24%	4%	5%

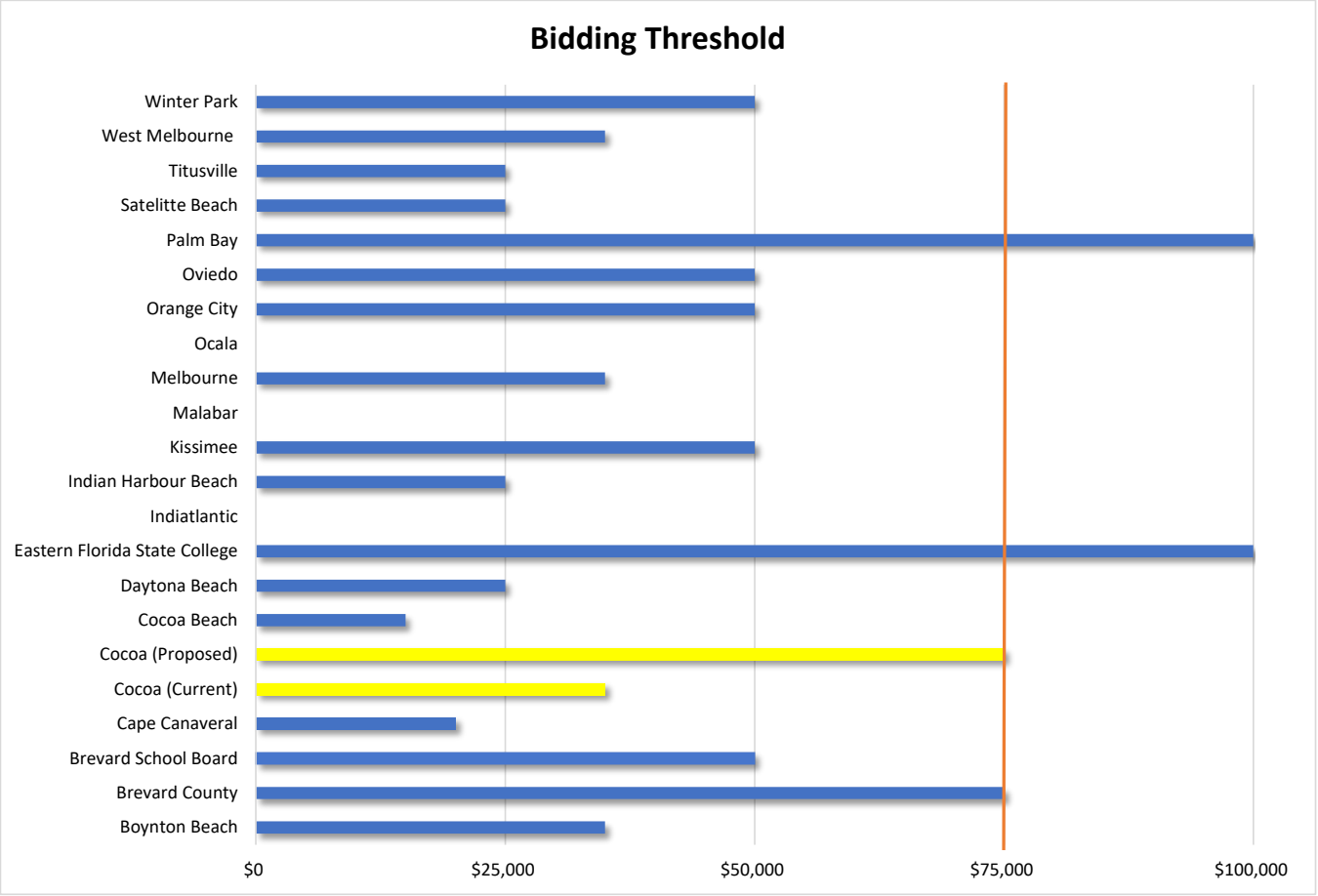
Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
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Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005722869
Pymt Method Invoice
Net Amount 198.84

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/30/23

Text of Ad:

Ad#5722869 06/30/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING

July 11, 2023

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, July 11, 2023, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE RELATED TO PURCHASING AND CONTRACT PROCEDURES; AMENDING SECTION 2-78 RELATED TO FINANCIAL POLICIES AND PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND 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 ensure 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.gov) , 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 30th
day of May, 2023

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	23-396	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/21/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 09-2023: Zoning Text AMENDMENT regarding the list of permitted and special exception uses related to Self-Service Storage Facilities. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 09-2023.docx Legal Ad - M-2.pdf M-2 map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading for Ordinance 09-2023: **ZONING TEXT AMENDMENT** regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

BACKGROUND:

Project Name: Zoning Ordinance Text Amendment - Self-Service Storage and Retail Automotive Gasoline/Fuel Sales
Project No.: PZ-02000004
Meeting Date: June 7, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: May 26, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

- Self-Service Storage:
  The Planning and Zoning Board directed staff to include self-service storage facilities as a special exception use within the M-2 Zoning District with limitations. The addition of self-service storage facilities within this district will continue to encourage the growth of businesses and the expansion of commerce within the City, while limiting the use as a special exception to lots of 4 acres or less. This will continue to preserve larger parcels within the District for heavier industrial uses, which are encouraged in the M-2 District. Also, as part of Ordinance 06-2020, the City Council removed “personal storage” as a special exception in the Central Business District but did not address areas within the Cocoa Waterfront Overlay District with underlying Central Business District zoning. The proposed change would remove the special exception use within the Central Business District subdistricts.

- Retail automotive gasoline/fuel sales and accessory convenience stores and restaurants:
  The City has received an application to amend the special exception requirements of this use, which provides for a minimum spacing of 4,000 linear feet from one property to another with this use, regardless of the property’s zoning district. The proposed amendment will clarify that the spacing of 4,000 linear feet only applies to properties within the M-2 Zoning District. This will continue to preserve parcels within this district for heavier industrial uses, maintain separation of these uses within the district, and provide for larger gasoline stations capable of servicing heavy industrial uses.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The proposed changes will not negatively impact the intended use of the Industrial Future Land Use.

The proposed changes will further enhance the ability to develop parcels under 4 acres that would not typically be utilized for larger heavy industrial type uses into Self-Service Storage. Allowing for the distance limitation between properties for automotive fuel sales to only apply within the district will allow this type of use to serve the heavy industrial type vehicles within the district. Currently, there are a very limited number of parcels located in areas typical for automotive fuel sales that could be utilized.

Policy 1.1.2.10: Industrial (IND). Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

- Industrial areas shall also serve as an area to locate businesses with principal uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

  These proposed changes will not have any adverse impacts on residential areas, religious establishments, schools, parks, or day care centers located within the City. The proposed changes only occur within the M-2 District and correct the use table for the Waterfront Overlay to further limit this use by removing it within the CBD Subdistrict.

- Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.

  The proposed changes are complementary to the designated areas and the changes will allow for automotive gasoline and fuel sales to directly benefit the Industrial District. The expansion of the self-service storage use to properties of 4 acres or less will enhance development of those smaller parcels while preserving the larger parcels for the heavier industrial uses.

The Planning and Zoning Board recommended approval of Ordinance 09-2023: Zoning Text Amendment regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

June 7, 2023 P&Z meeting: Recommend approval

RECOMMENDED MOTION:

Pass on First Reading for Ordinance 09-2023: **ZONING TEXT AMENDMENT** regarding the list of permitted and special exception uses related to Self-Service Storage Facilities within the M-2 Zoning District and certain subdistricts of the Cocoa Waterfront Overlay District and related to Retail Automotive Gasoline/Fuel Sales and Accessory Convenience Storages and Restaurants in the M-2 Zoning District.

This record is currently unavailable.

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING MAP AND TEXT AMENDMENTS

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 09-2023 | M-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 19 AND 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES RELATED TO SELF-SERVICE STORAGE FACILITIES IN THE M-2 DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT AND RELATED TO RETAIL AUTOMOTIVE GASOLINE/FUEL SALES AND ACCESSORY CONVENIENCE STORES AND RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

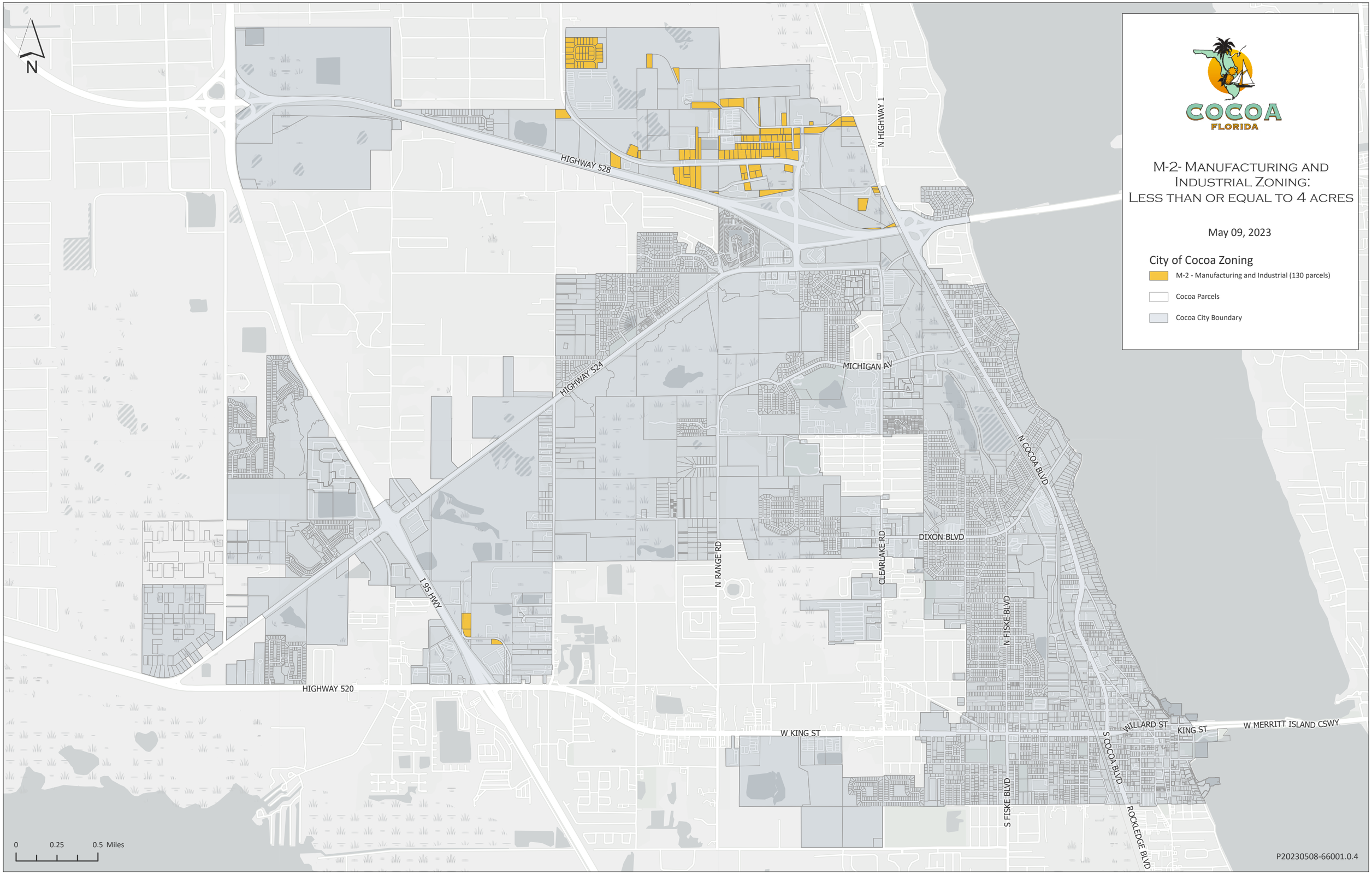
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

FT-GCI1066240-01



COCOA
FLORIDA

M-2- Manufacturing and Industrial Zoning: Less than or equal to 4 acres

May 09, 2023

City of Cocoa Zoning

- M-2 - Manufacturing and Industrial (130 parcels)
- Cocoa Parcels
- Cocoa City Boundary

Legislation Details (With Text)

File #:	23-397	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	6/21/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 08-2023: Zoning Text AMENDMENT regarding accessory structure regulations. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 08-2023.pdf Legal Ad - June 7.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading recommending approval regarding Ordinance 08-2023: **ZONING TEXT AMENDMENT** regarding accessory structure regulations.

BACKGROUND:

Project Name: Zoning Ordinance Text Amendment - Accessory Structures
Project No.: 23-02000003
Meeting Date: June 7, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: May 26, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

At the April 25, 2023 City Council Meeting, the City Council discussed the recommended changes related to setback requirements for accessory structures and requested that a text amendment ordinance be prepared. Through these changes, the requirements can be more clearly understood. Additional changes were also made to modify or eliminate requirements that are not necessary. Accessory Structure requirements can be found in Appendix A, Article XIII, Section 6 of the City of Cocoa Code of Ordinances. The specific requirements are below:

Sec. 6. - Accessory structures.

A. *No accessory structures shall be erected in any required front or side yard, and shall not cover more than* thirty *percent (30%) of any required rear yard. No separate accessory structure shall be erected within ten (10) feet of any building on the same lot or within five (5) feet of any lot line and shall not exceed twenty-four (24) feet in height. Accessory buildings must be constructed simultaneously with, or following, the construction of the main building, and shall not be used until after the principal structure has been fully erected. Erection of tents as accessory structures is prohibited. No occupation or business may be conducted in an accessory building. No accessory building which contains living quarters shall be built on any lot in any residential district except servants quarters for persons, other than the immediate family, employed on the premises.*

B. *Accessory buildings erected on lots fronting on two (2) streets shall conform to main structure setbacks for rear yard.*

C. *One (1) accessory structure may be erected on a lot of at least two (2) acres in the Rural Residential Zoning Classification (RR-1) prior to building of the principal structure. The accessory building shall be constructed for use by the property owner only and shall not be used for any commercial venture (i.e., commercial boarding of horses or horses for hire); also, it shall not be used for purposes of human occupancy. Setbacks shall be as follows if built prior to the principal structure:*

Front setback: One hundred fifty (150) feet.
Side interior lot setback: Fifty (50) feet.
Side corner lot setback: One hundred (100) feet.
Rear setback: Fifty (50) feet.

Within two (2) years of the issuance of the building permit for the said accessory structure a

building permit for the principal structure shall be issued.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 08-2023, were recommended:

- Remove the requirement for accessory structure-to-building separation entirely. If an accessory structure is proposed to be attached to an existing structure, in some cases it would be considered an addition. There are a number of situations involving residents placing small sheds next to their principal structure. Currently, this would not be allowed. However, no accessory structure may be erected so as to obstruct any ingress or egress to or from the main structure, such as windows or exterior doors to maintain safety in the event of a fire.

- Clarify that while no occupation or business may be conducted in an accessory building, home-based businesses compliant with the Florida State Statute 559.955 would be allowed, except that retail transactions may not be conducted in an accessory building or structure in accordance with the statute.

- Clarify the language that when a building is erected on “lots fronting two streets”, this means on a through lot, which sits parallelly between two public or private roadways, and not to corner lots. For through lots, the main structure setbacks for the rear yard would apply.

- Provide direction that when an accessory building is constructed on a corner lot, the side corner lot setbacks for the yard that is not considered the front yard and that is adjacent to the roadway will apply. This will mean the accessory building setbacks will be the same as the main structure setbacks on the side corner lot.

Under this proposed amendment, accessory structures will still not be permitted in any required front or side yard as determined by the applicable zoning district. Further, accessory structures will still be permitted in the rear yard (except for through lots), but not within 5 feet of the lot line.

The Planning and Zoning Board recommended approval of Ordinance 08-2023: Zoning Text Amendment regarding accessory structure regulations at their June 7th meeting.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

June 7 - P&Z Meeting: Board recommended approval.

RECOMMENDED MOTION:

Pass on First Reading recommending approval regarding Ordinance 08-2023: **ZONING TEXT**

AMENDMENT regarding accessory structure regulations.

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ORDINANCE NO. 08-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under § 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to amend Appendix A, Article XIII, Section 6, of the City Code to update the supplemental district regulations applicable to accessory structures in order to modernize the language of those regulations and ensure conformity with current State law; and

WHEREAS, the proposed amendments to the zoning code will provide further clarification to the applicable setbacks for accessory structures and ensure that accessory structures conform with State law and generally applicable principles of land use and zoning; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article XIII, Section 6, is hereby amended as follows (underlined type indicates additions and ~~strikethrough~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A, Article XIII. It is intended that the text in Appendix A, Article XIII denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 6. – Accessory Structures.

(A) No accessory structures shall be erected in any required front or side yard, and shall not cover more than thirty percent (30%) of any required rear yard. Except as provided in subsection (B) of this Section, accessory structures may be erected in the required rear yard, but ~~No separate~~ no accessory structure shall be erected ~~within ten (10) feet of any building on the same lot or~~ within five (5) feet of ~~any~~ the rear lot line. ~~and~~ Accessory structures shall not exceed twenty-four (24) feet in height. Accessory buildings must be constructed simultaneously with, or following, the construction of the main building, and shall not be used until after the principal structure has been fully erected. Erection of tents as accessory structures is prohibited. No occupation or business may be conducted in an accessory building, except for those occupations or home-based businesses which comply with Florida Statutes § 559.995. No point of sale transactions may be conducted in an accessory building or structure. No accessory building which contains living quarters shall be built on any lot in any residential district, except ~~servants~~ quarters for persons~~,~~ other than the immediate family~~,~~ who are employed on the premises. Accessory structures shall not be erected so as to obstruct any ingress or egress to or from the main structure, such as windows or exterior doors.

(B) Accessory ~~buildings~~ structures erected on through ~~lots fronting on two (2) streets~~ shall conform to main structure setbacks for rear yards. Accessory structures erected on corner lots shall conform to the main structure setbacks for the side yard adjacent to the roadway.

(C) One (1) accessory structure may be erected on a lot of at least two (2) acres in the Rural Residential Zoning Classification (RR-1) prior to building of the principal structure. The accessory building shall be constructed for use by the property owner only and shall not be used for any commercial venture (i.e., commercial boarding of horses or horses for hire); also, it shall not be used for purposes of human occupancy. Setbacks shall be as follows if built prior to the principal structure:

Front setback: One hundred fifty (150) feet.

Side interior lot setback: Fifty (50) feet.

Side corner lot setback: One hundred (100) feet.

Rear setback: Fifty (50) feet.

Within two (2) years of the issuance of the building permit for the said accessory structure a building permit for the principal structure shall be issued.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 06-2023 | Parcel ID: 24-36-28-76-A

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET AND IS IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AS PARCEL ID: 24-36-28-76-A, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Firm Foundation Preschool - Mathews Hope



Ordinance 07-2023 | Comp Plan FLU-1 RU-1-7

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT..

Ordinance 08-2023 | Accessory Structure

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-402	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/23/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 06-2023: To change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential." (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2023.pdf Exhibit A - Location Map.pdf Exhibit B - FLU Map.pdf Exhibit C - Legal Ad.pdf Exhibit D - Zoning Map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading of Ordinance 06-2023, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential."

BACKGROUND:

The subject property for this Future Land Use amendment is comprised of a 5.88-acre parcel, owned by Charity Properties LLC. The parcel is located west of Forrest Avenue, east of US-1 and north of Hillcrest Drive and Grimes Street. A map depicting the location of the subject parcel is attached as Exhibit “A”. The City is requesting to change the Future Land Use Map designation from this property from Commercial (COMM) to High Density Residential (HDR). The current future land use map is provided as Exhibit B. The assignment of a Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.5 states that High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The property owner intends to construct multi-family units on a portion of the property should the future land use amendment and a partial rezone be approved.

The existing Matthew's Hope facilities and daycare are expected to remain on the property. Following the proposed future land use amendment, the property owner is expected to propose a rezone to RU-2-25 on the western portion of the site.

Future Land Use Designation:	Current: Commercial Proposed: High Density Residential
Zoning District:	Current: Institutional Proposed: RU 2-25 and Institutional
Existing Land Use:	Religious / Social Service Area
Council District:	District 2 - Deputy Mayor Lavander Hearn
Project Number:	23-00500001

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Commercial	Neighborhood Commercial	Bank and Retail/Offices
South	Commercial	Multiple Family Dwelling (RU-2-15)	Residential and Offices
East	Neighborhood Commercial and Commercial	Neighborhood Commercial	Residential and Retail
West	Commercial	Wholesale Commercial	Storage and Auto Repair

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa HDR Future Land Use designation would allow for multi-family use on the property. This will increase the potential of tax revenue and capital investments.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities. The current land use of Commercial is one of the broadest land use categories and could potentially allow a number of high intensity commercial developments on the 5.88 acres. The amendment to high density residential most likely would not increase the intensity beyond the existing land use and therefore would not diminish the level of service if amended.

Potable Water: The subject parcel is served by the City of Cocoa Utilities Department for water service. The current potable water capacity available in the City can provide service to this

location, given the maximum number of achievable units on the property. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process and the applicant proposing the increase will be responsible for any modifications, as needed, to the potable water system.

Sanitary Sewer: The subject parcel is served by the City of Cocoa Utilities Department for sewer service. The current sewer capacity available in the City can provide service to this location, given the maximum number of achievable units on the property. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process and the applicant proposing the increase will be responsible for any modifications, as needed, to the sewer system.

Solid Waste: The solid waste service to this parcel is provided through the City's Solid Waste Agreement. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. The applicant will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application, if site plan modifications are applied for in the future.

Transportation: The subject property has existing access locations from Hillcrest, Grimes, and Forrest Ave. Forrest Avenue is a minor arterial roadway that has direct access to a signalized intersection at Forrest and US-1. If the site is modified from its current use to multi-family, a traffic impact analysis or Trip memorandum will be required to determine potential traffic impacts. The maximum achievable units on this site would not lead to the roadways exceeding their maximum allowable volume (MAV). The latest traffic counts indicate 11,871 Average Daily Trips (ADT) with a MAV of 15,600 ADT.

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. Multi-family projects typically provide on site open space for their residents as well.

Schools: A Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject site has already been developed and unfavorable impacts would not be expected. Any major site modifications would require the site to come into compliance with current codes, which would likely benefit the environment related to stormwater requirements. Natural/historic resources of the city should not be affected.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives,

and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - “In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner”.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;
Staff Finding: As provided above, staff does not anticipate any negative impact greater than these services can handle. Further, police protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.
Fire Protection is provided by the City of Cocoa’s Fire Station No. 2 (300 Brunson Avenue) which is located south of the subject parcel. All stations will continue to provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The surrounding properties all carry a FLU of Commercial or Neighborhood Commercial. However, a large area south of Highland Street to Center Street east of Forrest Avenue in the nearby vicinity of the subject property has a High Density Residential FLU. Further, a large area south of Olive Street and continuing into the Cocoa Village has a Mixed Use FLU in the nearby vicinity. Both of these future land use categories encourage high density residential development.

Further, although the existing uses to the south are single-family residential, such area is zoned RU-2-15, permitting multi-family residential development. In addition, the nearby area south of Olive Street to Center Street is zoned RU-2-25, high density residential. It should also be noted that, prior to 2016, the subject parcel was previously zoned as RU-2-25 on the western portion of the property and RU-2-15 on the eastern portion. In 2016 the church on the subject property applied to rezone to Institutional to accommodate an electronic sign. There are existing high density residential land uses located south of this parcel and a number of RU-2-25 zoned parcels located north and south of this parcel. With the subject parcel being located between a principal arterial roadway (US-1) and minor arterial (Forrest Avenue) and considering the close proximity of property zoned and with future land use categories encouraging high density residential development, staff believes this land use is appropriate and meets the intention of the comprehensive plan related to the HDR land use.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is consistent with the following goals of the comprehensive plan. The property has direct access to a minor arterial roadway which connects to a principal urban arterial roadway. Both principal and minor arterial roadways are higher classifications than collector roadways. Pedestrian access is also provided along Forrest and US-1.

Future Land Use Element
GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities.
Policy 1.1.2.5: High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.
A. High-density residential areas shall have access to a major collector street or a roadway with a higher functional classification.
B. It is the intent of the City to provide these areas with safe and convenient pedestrian access to nearby recreation and shopping facilities.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate "Smart Growth" principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts to public health, safety, and welfare.

At the June 7th Planning and Zoning meeting, members recommended by a vote of 5-4 to approve Ordinance 6-2023.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

June 7, 2023 P&Z meeting: Recommend approval

RECOMMENDED MOTION:

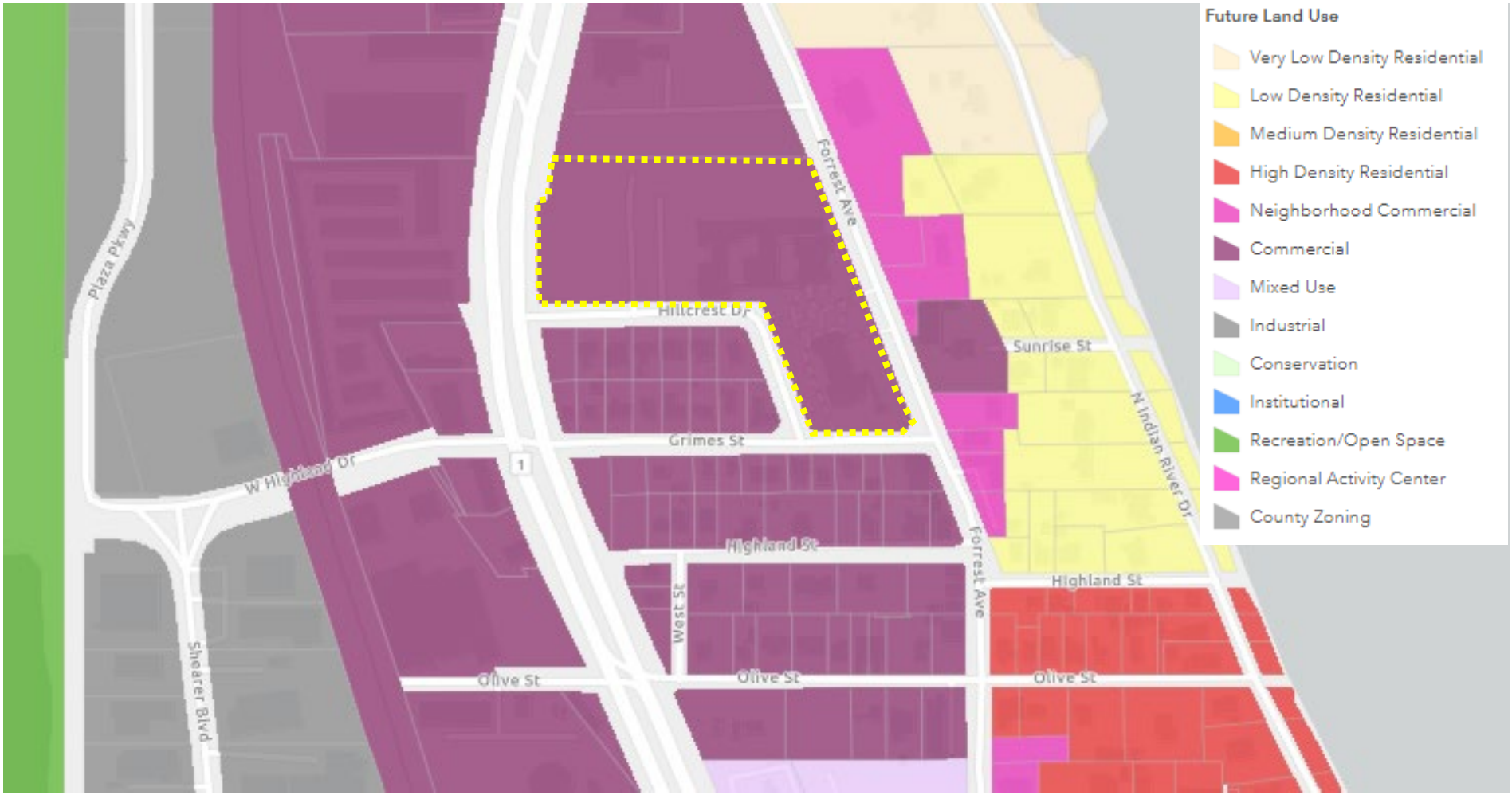
Pass on First Reading of Ordinance 06-2023, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 5.88 acres from City of Cocoa "Commercial" to City of Cocoa "High Density Residential”.

This record is currently unavailable.

Exhibit A – Location Map



Exhibit B – Future Land Use Map



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5/26/2023

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GCI1066321

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Brevard

Delivery Method
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(321) 639-7555

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Account Number (If Known)
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State
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32922-7982

Your Name
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CITY OF COCOA TE
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COCOA, FL 32922
ATTN LUCILENE RIBEIRO

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

5/26/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26TH DAY OF MAY, 2023 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PUBLICATION COST: $623.60
AD NO: GCI1066321
CUSTOMER NO: 6CI200
PO#: PUBLIC NOTICE

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 06-2023 | Parcel ID: 24-36-28-76-A

A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA,** RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET AND IS IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AS PARCEL ID: 24-36-28-76-A, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Firm Foundation Preschool - Mathews Hope



Ordinance 07-2023 | Comp Plan FLU-1 RU-1-7

B. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA** ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT..

Ordinance 08-2023 | Accessory Structure

C. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON

June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Classifieds

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Business & Services email: **servicedirectory@floridatoday.com**
To post job openings, visit: **floridatoday.com/jobs**

TO ADVERTISE
Visit Our Website:
classifieds.floridatoday.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Brevard Florida Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Brevard Florida Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Adopt Me
Pets
all your favorites..

Domestic Pets

SIHH TZU PUPPIES - Health certificate, shots & wormed, males & females, $875 Call 321-726-8016

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Stuff
at kinds of things...

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ANTIQUES WANTED
Buying Costume Jewelry/Gold & Silver, Old Military Items, Toys, Old Paintings, Much More, Over 35 Yrs Exp. (321) 634-2647, In Brevard

I Buy & Highwaymen & A.E. Backus Paintings. Reputable Buyer. Call or Text (772) 349-2632

Wanted to Buy

HIGHWAYMEN ART OR FLORIDA ART WANTED! H. Newton, A. Hair, R.A. McLendon, S. Newton, or others. 772-475-2507

Real Estate
Homes
starting fresh..

Home for Sale - In State

EQUAL HOUSING OPPORTUNITY

Equal Housing Opportunity
All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, national origin, handicap or familial status or an intention to make any such preference, limitation or discrimination.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

Automotive
Wheels
best deal for you...

Autos Wanted

All Unwanted CARS & TRUCKS *WANTED* Any cond, running or not, $500 to $10,000. 7 days 10a 321-978-5100

Recreational Vehicles

WANTED
Motorhomes & RV's, Travel Campers 5th Wheelers, ETC Good or Bad Condition! CASH PAID IN HAND! Call: 954-595-0091

Vans

Dodge Wheelchair Van 2018 10 in lowered floor, ramp & tie downs. Low miles. Call 321-735-9432

Your Source
Legals
for the latest...

Bids & Proposals

Ad#5714612 05/26/2023
LEGAL NOTICE
REQUEST FOR QUALIFICATIONS

RFQ #14-0-2023/JNC
Engineering & Design Services - Malabar Road Widening
FDOT/ANCHOR PROJECT NUMBERS: 417219-1-28-01

The City of Palm Bay Public Works is releasing this Request for Qualifications (RFQ) to professional engineering firms for the design services of Malabar Road from St. Johns Heritage Parkway to Minton Road which will include, widening from two to four travel lanes, 4 roundabouts, 3 signalized intersection improvements, added turn lanes at the intersections, drainage improvements, offsite ponds, median (land), 8-foot path on the northside, three culvert replacements and one bridge replacement. The FDOT work items will include:

Major Work:
3.2 Major Highway Design, 4.2 Major Bridge Design, 8.2 Design, Right-of-Way and Construction Survey

Minor Work:
7.1 Signing and Pavement Markings, 7.2 Lighting, 7.3 Signalization, 8.1 Control Surveying, 9.1 Soil Exploration, 9.2 Geotechnical Classification Lab Testing

Submittal requirements may be obtained at no charge from VendorLink at www.mypalmbayflorida.org. Proposal information is also available on the City's Homepage at www.palmbayflorida.org.

RFQ DUE DATE & TIME: TUESDAY, June 20, 2023, AT 5:00 P.M. Qualification packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Receipt of Qualifications will be officially closed after time and date identified above. Submittals 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 City's timestamp stamp will be the official authority for determining late submittals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/21/23. **Only the names of the firms who submitted a response to this Request for Qualifications will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, FL 32907. Interested parties may also attend via Microsoft Teams (audio only).

Phone number: 1-347-378-4680
Conference ID: 411 234 841#

The City reserves the right to waive proposal informalities or technicality and to accept or reject any or all proposals.

Advertisement date:
May 26, 2023

Notice To Creditors

AD#5714403 5/26/2023 6/2/2023
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

CASE NUMBER 052023CP018362XXXXXX
DIVISION: PROBATE

IN RE: ESTATE OF JAMES LEROY LASITER, JR.,
Deceased.

NOTICE TO CREDITORS
(summary administration)

TO ALL PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ABOVE ESTATE: You are hereby notified that an Order of Summary Administration has been entered in the estate of JAMES LEROY LASITER JR., deceased, Case Number 05-2023-CP-018362-XXXX-XX, by the Circuit Court for Brevard County, Florida, Probate Division, the address of which is P. O. Box 219, Titusville, Florida 32781-0219, that the decedent's date of death was September 28, 2022; that the total value of the estate is Personal Property having a value of less than $75,000.00 and that the names and addresses of those to whom it has been assigned by such order are: Name: Address Beneficiaries: JAMES LEROY LASITER 16320 Clevenger Road, Kearney, Missouri 64060 and GENEVIEVE RENEE PEPPERS Brandy Renee Peppers, 9131 SE 40th Road, Island Grove, Missouri 64502, INTERESTED PERSONS ARE NOTIFIED THAT: All creditors of the estate of the decedent and persons having claims or demands against the estate of the decedent other than those for whom provision for full payment was made in the Order of Summary Administration must file their claims with this court WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702, ALL CLAIMS AND DEMANDS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER APPLICABLE TIME PERIOD, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this Notice is May 26, 2023. Attorney for Person Giving Notice: RYAN J. DUGAN Attorney for Petitioner Email ryan.dugan@ustarock.com Florida Bar No. 91260 KUTAK ROCK LLP, 107 West College Avenue, Tallahassee, Florida 32301 Telephone: (850) 692-7313 Facsimile: (850) 692-7319. Person Giving Notice: JAMES CLAY LASITER, 16320 Clevenger Road, Kearney, Missouri 64060.

Notice of Sales

AD#5715993 5/26, 6/2/2023
Notice of Public Auction for monies due on storage units. Auctions will be held on or after 06-16-23 at or after 8 am. Units are said to contain common household items. Property is being sold under Florida Statue 83.806. The names of whose units will be sold are as follows:
4703 Babcock St NE, Palm Bay, FL 32905
AA2616D Robert Lincoln $1,844.25
AA0579H Nikki Lally $2,280.00
AA0806G Brent Sandige $2,399.85
AA5185E Carolyn Shelton $10,584.95
AA7757C Francine Shirley $2,031.00
AA1819M Leslie Daley $2042.10
AA1301B Aria Sudberry $8,427.45
AA2353J Kirsten Demps $243.00
AA1445E Victoria McKnight $1,579.40
1442 Brian Annis $282.97
AA4860E Cherilynn Ford $2,186.55
AA7585A Chase Raymond $801.70
AA5648H Nikki Lally $2,065.10
AA4458G Christopher Parker $2,534.90
AA5904H William Mercer $2,378.00
2040 Patricia Montgomery $548.11
AA7129F Sean Fears $544.75
1583 Ovidio Montilla $558.10
AA2560E Nikki Lally $1,232.20
1218 Annette Cuza $505.90
AA0782F Brent Sandige $2,379.00
1081 Shawon Roper $359.10
AA7111E Kirstie Love-Hill $542.55
1468 Mystery Unit $2,228.90
AA6913H Cherilynn Ford $1,502.70
2020 Tayorisha Lowe $242.11
AA3123E Nikki Lally $1,966.10
1440 Brian Annis $599.40
AA0247N Nikki Lally $1,866.00
AA6687A Anthony Fox $784.75
AA3398E Kaitlyn Garrett $2,431.80
AA6609D Anthony Fox $784.75
AB0687A Zalonda Annington $329.90
1506 Virginia Schwartz $165.90
AA5842F Georgia Carson $1,737.30
AA3164C Jessica Lugo $7,438.10
AA4079H Cherilynn Ford $1,523.25
AA4927E Alexander Radavedo $529.10
AA7031B Carolyn Shelton $10,584.85
AA7801H Ka'Wy $535.60
1424 Karen Schlichter $599.35
AA1895D Dyoni Tait $2,034.35
AA6834 Felipe Rotondi $3,757.05
AA1928T Carolyn Shelton $10,584.95
AA2004V Brandon Ortiz $1,730.05
4374 Nahia Pressley $559.10
1665 Michael Robinson $393.35
AA0634F Brent Sandige $2,375.00
AA1340G Michael Kimbrough $2,190.75
AA7685M Gary Regan $2,485.50
AA2196U Felipe Rotondi $4,400.50
AA8619F Chasita Whitmire $1,470.35
AA1916G Abigail Walker $249.90
AB8667A Dorian Lloyd $2,005.10
AA1834M Guillermo Rojas $2,378.75
AA3592C Mario Diaz $2,645.25
AA4181G Darren Illingsworth $2,413.10
AA1292K Collin Walker $1,874.25
2418 Joshua Johnson $454.64
AB0935G Kindra Lowe-Hill $572.55
AA4601K Nikki Lally $1,457.70
AA5138D Ahmed Algadi $801.70
AA0921L Michael McCoy $2,164.20
AA6316C Thaddeus Brown $1,556.35
AB1279A Stephen McNulty $465.05
AA1933F Felipe Rotondi $3,757.05
AA4519N Nikki Lally $2,280.00
AA2088G Charles Mariner $1082.94
125 Cheryl Cordice $165.01
123 Isabella Valentine $154.44
1040 Devon Parsons $175.74
376 N Harbor City Blvd, Melbourne, FL 32935
0264 Paul Brawner $223.60
C218 Raymond Corona $298.14
0267 Darlene De Jesus $100.30
E106 Vinnie Moore $495.24
C217 Lisa Fernandez $185.74
B237 Rob Murray $906.35
E009 Judith Beckwith $5591.10
305 S 5Ars Unit 8 Palm Bay, Merritt Island, FL 32954
1214 Michael Alexczyk $436.60
1591 Leslie Nieves $282.24
1319 Quantasha Cornelius $218.34
1527 James Anthony $883.36
1719 April Guthrie $787.74
1661 Mary Barfield $700.24
713 Dixie Lane, Rockledge, FL 32955
0176 Eddie Williams $378.10
2037 Derek Pedersen $325.88
2070 Garden St. Titusville 32795
A2545B David Weible $347.05
157 Victor Oldenburg $452.64
AB0101A Johnny Tucker $1,227.80

Notice of Action

AD#5711259
5/26, 06/02, 06/09, 06/16/2023
NOTICE OF SERVICE BY PUBLICATION

NOTICE IS HEREBY GIVEN THAT DAVID E. SIMMONS FILED A PETITION IN THE SUPERIOR COURT OF LOWNDES COUNTY, GEORGIA, ON THE 8TH DAY OF NOVEMBER, 2022 PRAYING FOR A PETITION FOR PATERNITY, LEGITIMATION, CUSTODY, AND OTHER RELIEF. NOTICE IS HEREBY GIVEN PURSUANT TO LAW THAT RESPONDENT, MARIAH CASTRO, WHOSE WHEREABOUTS ARE UNKNOWN, HAS THE RIGHT TO APPEAR IN SAID COURT AND TO FILE OBJECTIONS TO THE PETITION FOR PATERNITY TEST AND LEGITIMATION WITHIN 30 DAYS OF THIS PUBLICATION. OBJECTIONS MUST BE FILED WITH SAID COURT WITHIN 30 DAYS OF SAID PUBLICATION.
CLERK OF SUPERIOR COURT
LOWNDES COUNTY, GEORGIA

Notice of Action

Ad#5690516 5/5, 5/12, 5/19, 5/26/2023
IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT, IN AND FOR BREVARD COUNTY, FLORIDA
Case No.: 05-2023-DR-027517
Division:

GERALDINE KING
Petitioner,
and
CASSELLS CLARENCE ROCKLIF
Respondent.

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

(NO CHILD OR FINANCIAL SUPPORT)
TO: CASSELLS CLARENCE ROCKLIF
(Respondent's last known address) UNKNOWN
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on (name of Petitioner)
GERALDINE KING, whose address is 6614 PINE WOOD DRIVE NE PALM BAY, 32905 on or before 06/19/2023, and file the original with the clerk of this Court at P.O BOX 219 TITUSVILLE, FL 32781 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
The action is asking the court to decide how the following real or personal property should be divided: (insert "none" or, if applicable, the legal description of real property, a specific description of personal property, and the name of the county in Florida where the property is located)
NONE
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.
WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 05/01/2023
CLERK OF THE CIRCUIT COURT
By: Caitlyn Tuttle
Deputy Clerk

Notice To Creditors

Ad#5709929 5/26 6/2/2023
IN THE CIRCUIT COURT FOR DUVAL COUNTY, FLORIDA
PROBATE DIVISION
FILE NO. 16-2023-CP-001378-XXXX-MA
Division PROBATE
IN RE: ESTATE OF
ROBERT C. STEWART, Deceased
NOTICE TO CREDITORS
(Summary Administration)
TO ALL PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ABOVE ESTATE
You are hereby notified that an Order of Summary Administration has been entered in the estate of ROBERT C. STEWART, deceased, File Number 16-2023-CP-001378-XXXX-MA, by the Circuit Court for Duval County, Florida, Probate Division, the address of which is 2825 Jodie Jones Center, Jacksonville, Florida 32202; that the decedent's date of death was March 6, 2023; that the total value of the estate is $20,000 and that the names and addresses of those to whom it has been assigned by such order are:
Name Address
Michael Hadley
23 Bradford Lake Circle
Jacksonville, FL 32218
BERNARD A. HADLEY
5138 Lorbiere Avenue
Jacksonville, Florida 32208
TONIE Y. HARRISON
11560 Key Biscayne Drive West
Jacksonville, Florida 32218
ALL INTERESTED PERSONS ARE NOTIFIED THAT:
All creditors of the estate of the decedent and persons having claims or demands against the estate of the decedent other than those for whom provision for full payment was made in the Order of Summary Administration must file their claims with this court WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702. ALL CLAIMS AND DEMANDS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER APPLICABLE TIME PERIOD, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this Notice is May 26, 2023.
Attorney for Person Giving Notice
ADANIEL W. BLOUGOURAS
Attorney
Florida Bar Number: 637732
120 Venetian Way STE 16
Merritt Island, FL 32953
Telephone: (321) 735-8885
Email: help@justtallcan.com
Person Giving Notice:
Michael Hadley
23 Bradford Lake Circle
Jacksonville, Florida 32218

Notice of Sales

Ad#5704425 5/19, 5/26/23
NOTICE OF PUBLIC SALE. Notice is hereby given that POOS Enterprises LLC, located at 3101 Skyway Circle, Melbourne, FL 32934, will sell the contents of certain containers at auction to the highest bidder to satisfy owner's lien. Auction will be held online at www.StorageTreasures.com starting on June 6, 2023 and ending on June 13, 2023. Contents to be sold may include general household goods, electronics, office & business equipment, furniture, clothing and other miscellaneous property. Contents to be sold are stored by the following persons: Bridgette Silva-11181, Angela Davis Boy-1412, Jonathan Powell-226818, Kaylee Forbus-12476589, 8442828, 8881212, Eric Thomas-8871987.

Legal Notices

Ad#5715965 05/26/2023
CITY OF WEST MELBOURNE
Notice of Public Hearing

On Tuesday, June 6, 2023, at 6:00 p.m. or as soon thereafter as the matter may be heard, the West Melbourne City Council will hold a Public Hearing in the Council Chambers, 2285 Minton Road, West Melbourne, FL 32904 on the following:

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING SECTION 54-86(A), MONTHLY POTABLE WATER RATES; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING FOR THE REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

This public hearing is a continuance of a public hearing postponed by City Council on May 2, 2023.

Ordinances may be inspected by the public in the City Clerk Office, 2240 Minton Road, West Melbourne, FL. Interested parties may appear and be heard with respect to the ordinance. Persons wishing to appeal any decision made during the hearing will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence on which the appeal is to be based. Persons with disabilities needing assistance or an interpreter to participate in this public hearing should contact the City Clerk at 321-837-7774, at least 24 hours in advance of the meeting. The public hearing may be continued to a time and date certain by announcement at the advertised hearing without any further published notice.

Cynthia Hanscom
City Clerk

Legal Notices

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 08-2023 | Parcel ID: 24-36-28-76-A

A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 6.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET AND ALSO IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AS PARCEL ID: 24-36-28-76-A, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY; AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**



Ordinance 07-2023 | Comp Plan FLU-1 RU-1-7

B. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**

Ordinance 08-2023 | Accessory Structure

C. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY, AND AN EFFECTIVE DATE.**

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 PM, OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Sheely, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at csheely@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing in Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Notice of Sales

AD#5683537 05/19, 05/26/2023
NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart (835 Viera Blvd Rockledge FL 32955) to satisfy a lien on June 7, 2023 at approx. 11:15 AM at www.storagetreasures.com Lawrence Edward Croom

AD#5683845 5/19 5/26/2023
NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart to satisfy a lien on June 7th, 2023 at approx. 11:00am at www.storagetreasures.com at the following properties:

115 Arnsdell Rd, Merritt Island, FL 32952
Cardell Brown: James S Cain; James Scott Cain

800 N Banana River Dr, Merritt Island, FL 32953
Derek Bailey; Catherine A Whittington; Catherine J Whittington; Catherine Whittington; Catherine Whittington; Ronald or Catherine Whittington; Ronald or Catherine; Ronald S Whittington

AD#5713265 5/26/2023
Lift Dr One Transport
5613 Us 1
Vero, FL 32754
321-505-6444
Auction Date: 06/8/2023
Auction Time: 09:00am

2017 Buick Encore
VIN: KL4CJESB7HB011625
Color: WHITE

Legal Notices

Ad#5707116 5/19, 5/26/2023

PUBLIC NOTICE

The Housing Authority of the City of Titusville will accept 500 applications for the Section 8 Housing Choice Voucher (HCV) Program Waiting List on Thursday, June 01, 2023, starting at 11:00 a.m. E.S.T.

Applications will only be available online at titusville.housingmanager.com starting at 11:00 a.m. E.S.T. until 500 HCV applications have been submitted. Any application that is not fully and accurately completed shall be disqualified.

NO TELEPHONE CALLS, FAXES, MAILINS, WALK-INS, E-MAILS OR HAND DELIVERED APPLICATION WILL BE ACCEPTED. THE WEB BASED APPLICATION PROCESS WILL CLOSE ONCE 500 APPLICATIONS ARE SUBMITTED ONLINE.

Family gross income must not exceed the very-low income limits, as shown below, for the household size:

1 Person	2 Person	3 Person	4 Person
$36,100	$34,400	$38,700	$43,000
5 Person	6 Person	7 Person	8 Person
$46,500	$49,930	$53,350	$56,810

If you do not have computer access at home, you may go to a public library or any other place where computers are available to access this website to complete the application.

If you need a reasonable accommodation for a special needs person, please contact us at 321-267-7288, between 8:30 a.m. E.S.T and 3:30 p.m. E.S.T., no later than Tuesday, May 30, 2023, for assistance to file a web based application.

E.O.E. B.U.W.P. SEC 3

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Roofs installed by owner, with 27 yrs. exp. State Certified, Licensed, Insured. CCC1326437
Free Estimates. 321-676-3034

Garage Sales

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Estate Sale
Melbourne, Estate Sale, 730 Samuel Chase Lane, Fri 8-2, Sat 8-2, full house, nice items.

Multi Family Yard Sale: Quality merchandise: ladies clothes M-XL, winter coats, china & household goods. Sat. 5/27 9am-1pm. 5678 Cypress Creek Dr. Grant Previews available: Call Carolyn 321-574-3154

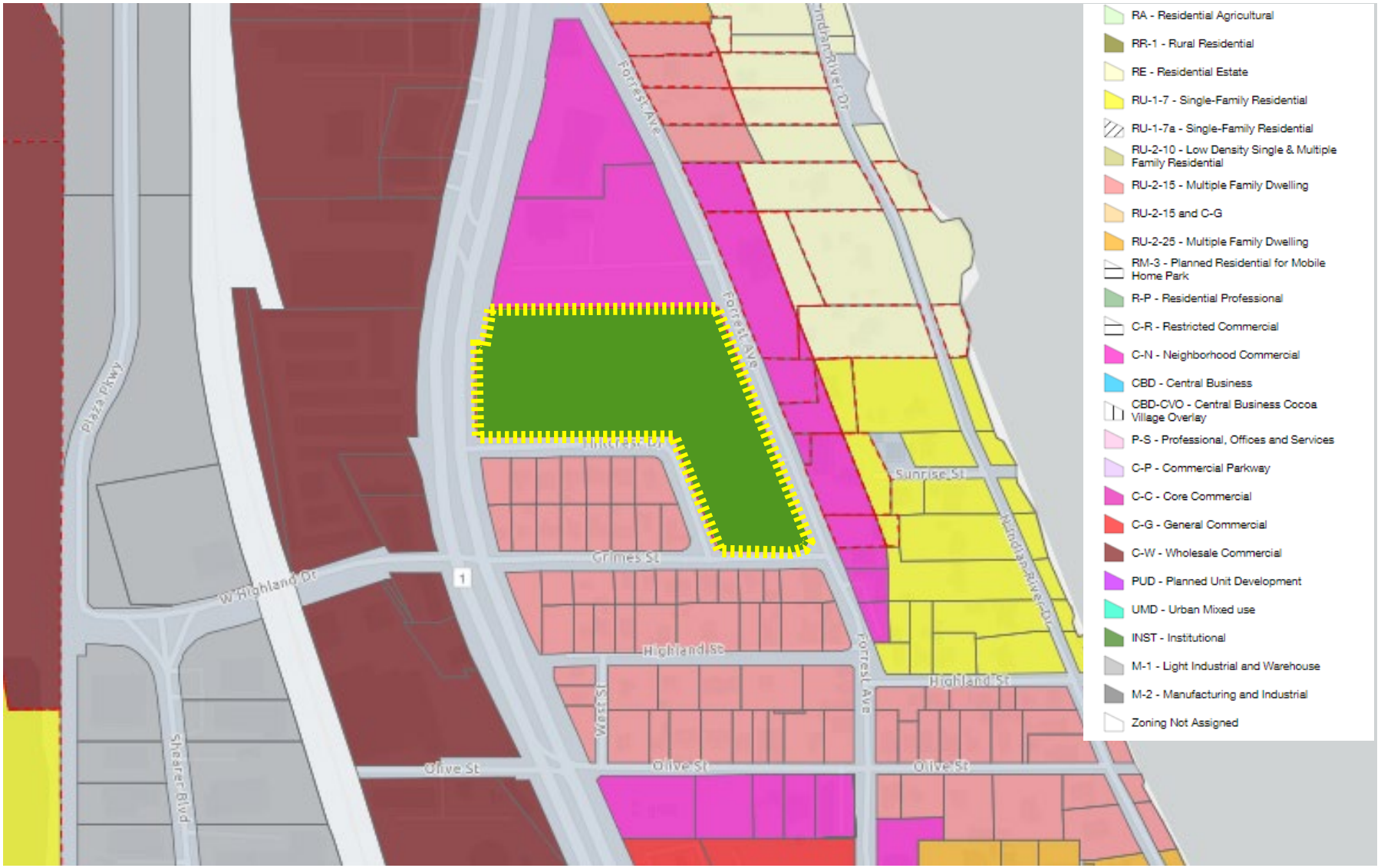
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ESTATE SALE

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May 26-27 Fri-Sat 8am-2pm
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Come and get it-fine furniture-Kitchen Tuh-Antiques-Piano-Garage loaded-More info at www.EstateSalesbySouthernTrading Company.com

Exhibit D – Zoning Map



Legislation Details (With Text)

File #:	23-404	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	6/23/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Pass on First Reading of Ordinance 07-2023: Adopting a Large-Scale Comprehensive Plan Text Amendment. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2023.pdf Exhibit A - RU-1-7 zoned parcels.pdf Exhibit B - MDR FLU in conflict.pdf Exhibit C - Figure FLU-1.pdf Exhibit D - Legal ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Pass on First Reading of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories.

BACKGROUND:

In order to encourage redevelopment, the City proposes a Comprehensive Plan Text Amendment (Ordinance 07-2023), amending the Comprehensive Plan Future Land Use figure FLU-1 (Policy 1.1.1.2) by adding RU-1-7 Zoning as a Medium-Density Residential (MDR) Future Land Use, thus making the single-family residential an allowable option under the Medium-Density Residential FLU. The proposed plan amendment is anticipated to assist in attaining the following cited goals and objectives and appears to be consistent with the following cited policies of the Comprehensive Plan.

> ***GOAL 1.1:*** *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*

> ***Policy 1.1.1.1:*** *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*
> ***Policy 1.1.2.4*** *Medium Density Residential (MDR). Medium-density residential areas shall be regarded as areas of moderate-density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium-density residential areas.*

Staff determined that there was a need to revise the standards for Future Land Use categories in order to better position the city and the development community for further single-family housing development and construction. In multiple areas of the City, particularly in the Diamond Square Redevelopment Area, the Medium Density Future Land Use is not consistent with the existing RU-1-7 zoning because RU-1-7 is not currently an allowable zoning district in MDR in accordance with Figure FLU-1. This amendment will resolve the inconsistency for many properties in the City. Moreover, the addition of RU-1-7 as an allowable zoning district in the Medium Density Residential FLU is consistent with existing zoning regulations. Specifically, the Medium Density Residential FLU already permits RU-2-15 as an allowable zoning district. However, single-family residential development is permitted under the RU-2-15 zoning district, as regulated by RU-1-7. Accordingly, the addition of RU-1-7 as an allowable zoning district in MDR FLU will be consistent with already existing zoning regulations and development.

Also, the City of Cocoa has initiated an amendment under the same Ordinance, intended to clarify that the Institutional Zoning District, as cited in Ordinance 13-2012, is an allowable Zoning District in the High-Density Residential, Neighborhood Commercial, and Commercial Future Land Use categories rather than in only the Open Space Recreational and Institutional Future Land Use categories.

On August 14, 2012, the City Council of the City of Cocoa adopted Ordinance 13-2012 to create the Institutional Zoning District which intended to provide locations for public and semipublic facilities of a religious, educational, health, or cultural nature. This district is further intended to provide a set of setbacks and other standards that are responsive to the unique scale and other considerations common to these types of uses. This district is further intended to reduce land use conflicts and ensure that institutions are appropriately integrated into the community. Institutional uses are already allowed in almost all Future Land Use categories of the City. The amendment is consistent with the following cited policies of the City of Cocoa Comprehensive Plan because public and semipublic facilities of a religious, educational, health, or cultural nature are compatible with commercial and high density residential areas and uses.

> ***GOAL 1.1:*** *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*
> ***Policy 1.1.1.1:*** *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*
> ***Policy 1.1.2.5:*** *High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of*

unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.
Policy 1.1.2.8: *Neighborhood Commercial (NCOMM). Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.*
Policy 1.1.2.9: *Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.*

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa
Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

Staff Finding The proposed amendment resolves Zoning inconsistencies with the Future and Land Use (FLUM) and the City of Cocoa Comprehensive Plan standards for Future Land Use categories, establishing a more appropriate and logical land use pattern in certain areas within the City of Cocoa. It also increases property value, the potential for additional tax revenue, and other benefits to the local economy.

The second proposed text amendment, allowing Institutional uses in almost all Future Land use categories, expands the zone designation as an effective local planning strategy for stimulating investments in areas previously not permitted, giving the community an option for new museums, libraries, schools publicity-owned recreational facilities or places of worship.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The proposed amendments will not negatively impact or diminish the service level of public facilities. Allowing single-family residential in the MDR FLU designation will increase the land area available in the City for residential housing developments. The impact of any proposed residential development on public facilities will be analyzed on a case-by-case basis for any proposed new residential development.

The increase in the Future Land Use categories that allow Institutional Zoning Districts broadens the potential for new public facility locations throughout the City.

Potable Water: The City of Cocoa Utilities Department serves the subject area for water service. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the potable water system.

Sanitary Sewer: The subject area is served by the City of Cocoa Utilities Department for sewer

service. The current sewer capacity in the City can provide service to the area. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the sewer system.

Solid Waste: The solid waste service to this parcel is provided through the City's Solid Waste Agreement. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Submittal for new developments will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application if site plan modifications or building permits are applied for in the future.

Transportation: If a property is modified from its current use, a traffic impact analysis or Trip memorandum may be required to determine potential traffic impacts

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. Multi-family projects typically provide on-site open space for their residents as well.

Schools: A Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The text amendments will not impact natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner."

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: The proposed text amendment would not alter the City's ability to provide service capacity to lands under the Medium-Density Residential FLU designation.
The initiative to add Institutional uses in almost all Future Land use categories benefits the local Council Districts by creating a far-reaching area for new public facilities that can support the City of Cocoa's thriving community.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The surrounding properties all carry a FLU of Commercial or Medium Density Residential.). Staff believes this land use is appropriate and meets the intention of the comprehensive plan related to the MDR land use. The proposed FLU text amendment will provide an opportunity for an additional form of housing closer to commercial uses and job centers.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Land Use Element

GOAL 1.1: *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*

Policy 1.1.1.1: *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

Policy 1.1.2.4 *Medium Density Residential (MDR). Medium-density residential areas shall be regarded as areas of moderate-density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium-density residential areas.*

Policy 1.1.2.5: *High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.*

Policy 1.1.2.8: *Neighborhood Commercial (NCOMM). Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.*

Policy 1.1.2.9: *Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.*

B. It is the intent of the City to provide these areas with safe and convenient pedestrian access to nearby recreation and shopping facilities.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts on public health, safety, and welfare.

At the June 7th P&Z meeting, members made a recommendation to approve Ordinance 07-2023.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

June 7, 2023 Planning & Zoning: Recommended approval of Ordinance 07-2023.

RECOMMENDED MOTION:

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

ORDINANCE NO. 07-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to amend Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan, which establishes the uses and zoning districts allowed in each future land use category; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, the first text amendment herein is intended to add the RU-1-7, Single Family Residential Zoning District, to the list of "Applicable Zoning Districts" in the Medium Density Residential Future Land Use category; and

WHEREAS, adding the RU-1-7 zoning district to the list of allowable zoning districts in the Medium Density Residential Future Land Use category will resolve an existing inconsistency for many single-family residential neighborhoods, particularly in the Diamond Square area of the City; and

WHEREAS, the addition of the RU-1-7 zoning district to the Medium Density Residential Future Land Use category is consistent with medium density residential zoning districts, such as the RU-2-15 zoning district, which already allow for single-family residential development as regulated by the RU-1-7 zoning district; and

WHEREAS, the second text amendment is intended to clarify that the Institutional zoning district, created via Ordinance in 2012, is an allowable zoning district in the High Density Residential, Neighborhood Commercial, and Commercial Future Land Use categories, rather than in only the Open Space Recreational and Institutional Future Land Use Categories; and

WHEREAS, institutional uses are allowable in almost all Future Land Use categories in the City, but the Institutional zoning district has rarely been utilized and implemented since its adoption in 2012 because of the time and resources that must necessarily be expended to apply for further comprehensive plan amendments to change the future land use map to Institutional or Open Space/Recreational for a particular property; and

WHEREAS, institutional uses, such as government administrative offices, public safety buildings, public and private schools and learning centers, religious institutions, hospitals and nursing homes, cultural institutions, such as museums, libraries, community centers, and art galleries, public playgrounds, and utility facilities, are all uses that are appropriate and common in commercial and high-density residential settings; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of

the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	RU-1-7, RU 2-15, RM-4, and PUD	RU-2-15, RU 2-25, Inst, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Recreational**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state

land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

LPA/P&Z: _____

First Reading: _____

Second Reading: _____

Effective Date: _____

N

HIGHWAY 528

N HIGHWAY 1

HIGHWAY 524

MICHIGAN AV

N COCOA BLVD

DIXON BLVD

N RANGE RD

CLEARLAKE RD

N FISKE BLVD

I 95 HWY

HIGHWAY 520

W KING ST

KING ST

WILLARD ST

W MERRITT ISLAND CSWY

S COCOA BLVD

S FISKE BLVD

0 0.25 0.5 Miles

COCOA
FLORIDA

RU-1-7 ZONING WITH MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CONFLICT

May 31, 2023

RU-1-7 - Single Family Residential (454 parcels)

Cocoa City Boundary

P20230530-69001.0.1

N

HIGHWAY 528

N HIGHWAY 1

HIGHWAY 524

MICHIGAN AV

N COCOA BLVD

DIXON BLVD

N RANGE RD

CLEARLAKE RD

N FISKE BLVD

I 95 HWY

HIGHWAY 520

W KING ST

KING ST

WILLARD ST

W MERRITT ISLAND CSWY

S COCOA BLVD

S FISKE BLVD

0 0.25 0.5 Miles

COCOA
FLORIDA

Medium Density Residential Future Land Use Conflicting with RU-1-7 Zoning

May 31, 2023

- RU-1-7 - Single Family Residential (454 parcels)
- Medium Density Residential
- Cocoa City Boundary

P20230530-69001.0.2

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	RU-1-7, RU 2-15, RM-4, and PUD	RU-2-15, RU 2-25, Inst, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Recreational**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

Final Publication Date
5/26/2023

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GCI1066321

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Number of Affidavits Needed
1

Customer Email
lribeiro@cocoafl.gov

Customer Name
FLORIDA TODAY

Customer Phone Number
(321) 639-7555

Customer Address
65 Stone ST
Cocoa, FL 32922-7982

Account Number (If Known)
6CI200

Name
Lucilene Ribeiro

Street
65 Stone ST

City
Cocoa

State
FL

ZIP Code
32922-7982

Your Name
Jennifer DeWitt

Email Address
jldewitt@gannett.com

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN LUCILENE RIBEIRO

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

5/26/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26TH DAY OF MAY, 2023 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PUBLICATION COST: $623.60
AD NO: GCI1066321
CUSTOMER NO: 6CI200
PO#: PUBLIC NOTICE

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 06-2023 | Parcel ID: 24-36-28-76-A

A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA,** RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 5.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET AND IS IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AS PARCEL ID: 24-36-28-76-A, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Firm Foundation Preschool - Mathews Hope



Ordinance 07-2023 | Comp Plan FLU-1 RU-1-7

B. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA** ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT..

Ordinance 08-2023 | Accessory Structure

C. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA;** AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON

June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Classifieds

To Advertise, visit our website: **classifieds.floridatoday.com**
Public Notices/Legals email: **brelegals@gannett.com**
Business & Services email: **servicedirectory@floridatoday.com**
To post job openings, visit: **floridatoday.com/jobs**

TO ADVERTISE
Visit Our Website:
classifieds.floridatoday.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Brevard Florida Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Brevard Florida Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Adopt Me
Pets
all your favorites..

Domestic Pets

SIHH TZU PUPPIES - Health certificate, shots & wormed, males & females, $875 Call 321-726-8016

Assorted
Stuff
at kinds of things...

Antique Collectibles

ANTIQUES WANTED
Buying Costume Jewelry/Gold & Silver, Old Military Items, Toys, Old Paintings, Much More, Over 35 Yrs Exp. (321) 634-2647, In Brevard

I Buy & Highwaymen & A.E. Backus Paintings. Reputable Buyer. Call or Text (772) 349-2632

Wanted to Buy

HIGHWAYMEN ART OR FLORIDA ART WANTED! H. Newton, A. Hair, R.A. McLendon, S. Newton, or others. 772-475-2507

Real Estate
Homes
starting fresh..

Home for Sale - In State

EQUAL HOUSING OPPORTUNITY

Equal Housing Opportunity
All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, national origin, handicap or familial status or an intention to make any such preference, limitation or discrimination.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

Automotive
Wheels
best deal for you...

Autos Wanted

All Unwanted CARS & TRUCKS *WANTED* Any cond, running or not, $500 to $10,000. 7 days 10a 321-978-5100

Recreational Vehicles

WANTED
Motorhomes & RV's, Travel Campers 5th Wheelers, ETC Good or Bad Condition! CASH PAID IN HAND! Call: 954-595-0091

Vans

Dodge Wheelchair Van 2018 10 in lowered floor, ramp & tie downs. Low miles. Call 321-735-9432

Your Source
Legals
for the latest...

Bids & Proposals

Ad#5714612 05/26/2023
LEGAL NOTICE
REQUEST FOR QUALIFICATIONS

RFQ #14-0-2023/JNC
Engineering & Design Services - Malabar Road Widening
FDOT/ANCHOR PROJECT NUMBERS: 417219-1-28-01

The City of Palm Bay Public Works is releasing this Request for Qualifications (RFQ) to professional engineering firms for the design services of Malabar Road from St. Johns Heritage Parkway to Minton Road which will include, widening from two to four travel lanes, 4 roundabouts, 3 signalized intersection improvements, added turn lanes at the intersections, drainage improvements, offsite ponds, median (land), 8-foot path on the northside, three culvert replacements and one bridge replacement. The FDOT work items will include:

Major Work:
3.2 Major Highway Design, 4.2 Major Bridge Design, 8.2 Design, Right-of-Way and Construction Survey

Minor Work:
7.1 Signing and Pavement Markings, 7.2 Lighting, 7.3 Signalization, 8.1 Control Surveying, 9.1 Soil Exploration, 9.2 Geotechnical Classification Lab Testing

Submittal requirements may be obtained at no charge from VendorLink at www.mypalmbayflorida.org. Proposal information is also available on the City's Homepage at www.palmbayflorida.org.

RFQ DUE DATE & TIME: TUESDAY, June 20, 2023, AT 5:00 P.M. Qualification packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Receipt of Qualifications will be officially closed after time and date identified above. Submittals 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 City's timestamp stamp will be the official authority for determining late submittals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/21/23. **Only the names of the firms who submitted a response to this Request for Qualifications will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, FL 32907. Interested parties may also attend via Microsoft Teams (audio only).

Phone number: 1-347-378-4680
Conference ID: 411 234 841#

The City reserves the right to waive proposal informalities or technicality and to accept or reject any or all proposals.

Advertisement date:
May 26, 2023

Notice To Creditors

AD#5714403 5/26/2023 6/2/2023
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

CASE NUMBER 052023CP018362XXXXXX
DIVISION: PROBATE

IN RE: ESTATE OF JAMES LEROY LASITER, JR.,
Deceased.

NOTICE TO CREDITORS
(summary administration)

TO ALL PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ABOVE ESTATE: You are hereby notified that an Order of Summary Administration has been entered in the estate of JAMES LEROY LASITER JR., deceased, Case Number 05-2023-CP-018362-XXXX-XX, by the Circuit Court for Brevard County, Florida, Probate Division, the address of which is P. O. Box 219, Titusville, Florida 32781-0219, that the decedent's date of death was September 28, 2022; that the total value of the estate is Personal Property having a value of less than $75,000.00 and that the names and addresses of those to whom it has been assigned by such order are: Name: Address Beneficiaries: JAMES LEROY LASITER 16320 Clevenger Road, Kearney, Missouri 64060 and GENEVIEVE RENEE PEPPERS Brandy Renee Peppers, 9131 SE 40th Road, Island Grove, Missouri 64502, INTERESTED PERSONS ARE NOTIFIED THAT: All creditors of the estate of the decedent and persons having claims or demands against the estate of the decedent other than those for whom provision for full payment was made in the Order of Summary Administration must file their claims with this court WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702, ALL CLAIMS AND DEMANDS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER APPLICABLE TIME PERIOD, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this Notice is May 26, 2023. Attorney for Person Giving Notice: RYAN J. DUGAN Attorney for Petitioner Email ryan.dugan@ustarock.com Florida Bar No. 91260 KUTAK ROCK LLP, 107 West College Avenue, Tallahassee, Florida 32301 Telephone: (850) 692-7313 Facsimile: (850) 692-7319. Person Giving Notice: JAMES CLAY LASITER, 16320 Clevenger Road, Kearney, Missouri 64060.

Notice of Sales

AD#5715993 5/26, 6/2/2023
Notice of Public Auction for monies due on storage units. Auctions will be held on or after 06-16-23 at or after 8 am. Units are said to contain common household items. Property is being sold under Florida Statue 83.806. The names of whose units will be sold are as follows:
4703 Babcock St NE, Palm Bay, FL 32905
AA2616D Robert Lincoln $1,844.25
AA0579H Nikki Lally $2,280.00
AA0806G Brent Sandige $2,399.85
AA5185E Carolyn Shelton $10,584.95
AA7757C Francine Shirley $2,031.00
AA1819M Leslie Daley $2042.10
AA1301B Aria Sudberry $8,427.45
AA2353J Kirsten Demps $243.00
AA1445E Victoria McKnight $1,579.40
1442 Brian Annis $282.97
AA4860E Cherilynn Ford $2,186.55
AA7585A Chase Raymond $801.70
AA5648H Nikki Lally $2,065.10
AA4458G Christopher Parker $2,534.90
AA5904H William Mercer $2,378.00
2040 Patricia Montgomery $548.11
AA7129F Sean Fears $544.75
1583 Ovidio Montilla $558.10
AA2560E Nikki Lally $1,232.20
1218 Annette Cuza $505.90
AA0782F Brent Sandige $2,379.00
1081 Shawon Roper $359.10
AA7111E Kirstie Love-Hill $542.55
1468 Mystery Unit $2,228.90
AA6913H Cherilynn Ford $1,502.70
2020 Tayorisha Lowe $242.11
AA3123E Nikki Lally $1,966.10
1440 Brian Annis $599.40
AA0247N Nikki Lally $1,866.00
AA6687A Anthony Fox $784.75
AA3398E Kaitlyn Garrett $2,431.80
AA6609D Anthony Fox $784.75
AB0687A Zalonda Annington $329.90
1506 Virginia Schwartz $165.90
AA5842F Georgia Carson $1,737.30
AA3164C Jessica Lugo $7,438.10
AA4079H Cherilynn Ford $1,523.25
AA4927E Alexander Radavedo $529.10
AA7031B Carolyn Shelton $10,584.85
AA7801H Ka'Wy $535.60
1424 Karen Schlichter $599.35
AA1895D Dyoni Tait $2,034.35
AA6834 Felipe Rotondi $3,757.05
AA1928T Carolyn Shelton $10,584.95
AA2004V Brandon Ortiz $1,730.05
4374 Nahia Pressley $559.10
1665 Michael Robinson $393.35
AA0634F Brent Sandige $2,375.00
AA1340G Michael Kimbrough $2,190.75
AA7685M Gary Regan $2,485.50
AA2196U Felipe Rotondi $4,400.50
AA8619F Chasita Whitmire $1,470.35
AA1916G Abigail Walker $249.90
AB8667A Dorian Lloyd $2,005.10
AA1834M Guillermo Rojas $2,378.75
AA3592C Mario Diaz $2,645.25
AA4181G Darren Illingsworth $2,413.10
AA1292K Collin Walker $1,874.25
2418 Joshua Johnson $454.64
AB0935G Kindra Lowe-Hill $572.55
AA4601K Nikki Lally $1,457.70
AA5138D Ahmed Algadi $801.70
AA0921L Michael McCoy $2,164.20
AA6316C Thaddeus Brown $1,556.35
AB1279A Stephen McNulty $465.05
AA1933F Felipe Rotondi $3,757.05
AA4519N Nikki Lally $2,280.00
AA2088G Charles Mariner $1082.94
125 Cheryl Cordice $165.01
123 Isabella Valentine $154.44
1040 Devon Parsons $175.74
376 N Harbor City Blvd, Melbourne, FL 32935
0264 Paul Brawner $223.60
C218 Raymond Corona $298.14
0267 Darlene De Jesus $100.30
E106 Vinnie Moore $495.24
C217 Lisa Fernandez $185.74
B237 Rob Murray $906.35
E009 Judith Beckwith $5591.10
305 S 5Ars Unit 8 Palm Bay, Merritt Island, FL 32954
1214 Michael Alexczyk $436.60
1591 Leslie Nieves $282.24
1319 Quantasha Cornelius $218.34
1527 James Anthony $883.36
1719 April Guthrie $787.74
1661 Mary Barfield $700.24
713 Dixie Lane, Rockledge, FL 32955
0176 Eddie Williams $378.10
2037 Derek Pedersen $325.88
2070 Garden St. Titusville 32795
A2545B David Weible $347.05
157 Victor Oldenburg $452.64
AB0101A Johnny Tucker $1,227.80

Notice of Action

AD#5711259
5/26, 06/02, 06/09, 06/16/2023
NOTICE OF SERVICE BY PUBLICATION

NOTICE IS HEREBY GIVEN THAT DAVID E. SIMMONS FILED A PETITION IN THE SUPERIOR COURT OF LOWNDES COUNTY, GEORGIA, ON THE 8TH DAY OF NOVEMBER, 2022 PRAYING FOR A PETITION FOR PATERNITY, LEGITIMATION, CUSTODY, AND OTHER RELIEF. NOTICE IS HEREBY GIVEN PURSUANT TO LAW THAT RESPONDENT, MARIAH CASTRO, WHOSE WHEREABOUTS ARE UNKNOWN, HAS THE RIGHT TO APPEAR IN SAID COURT AND TO FILE OBJECTIONS TO THE PETITION FOR PATERNITY TEST AND LEGITIMATION WITHIN 30 DAYS OF THIS PUBLICATION. OBJECTIONS MUST BE FILED WITH SAID COURT WITHIN 30 DAYS OF SAID PUBLICATION.
CLERK OF SUPERIOR COURT
LOWNDES COUNTY, GEORGIA

Notice of Action

Ad#5690516 5/5, 5/12, 5/19, 5/26/2023
IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT, IN AND FOR BREVARD COUNTY, FLORIDA
Case No.: 05-2023-DR-027517
Division:

GERALDINE KING
Petitioner,
and
CASSELLS CLARENCE ROCKLIF
Respondent.

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

(NO CHILD OR FINANCIAL SUPPORT)
TO: CASSELLS CLARENCE ROCKLIF
(Respondent's last known address) UNKNOWN
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on (name of Petitioner)
GERALDINE KING, whose address is 6614 PINE WOOD DRIVE NE PALM BAY, 32905 on or before 06/19/2023, and file the original with the clerk of this Court at P.O BOX 219 TITUSVILLE, FL 32781 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
The action is asking the court to decide how the following real or personal property should be divided: (insert "none" or, if applicable, the legal description of real property, a specific description of personal property, and the name of the county in Florida where the property is located)
NONE
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.
WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 05/01/2023
CLERK OF THE CIRCUIT COURT
By: Caitlyn Tuttle
Deputy Clerk

Notice To Creditors

Ad#5709929 5/26 6/2/2023
IN THE CIRCUIT COURT FOR DUVAL COUNTY, FLORIDA
PROBATE DIVISION
FILE NO. 16-2023-CP-001378-XXXX-MA
Division PROBATE
IN RE: ESTATE OF
ROBERT C. STEWART, Deceased
NOTICE TO CREDITORS
(Summary Administration)
TO ALL PERSONS HAVING CLAIMS OR DEMANDS AGAINST THE ABOVE ESTATE
You are hereby notified that an Order of Summary Administration has been entered in the estate of ROBERT C. STEWART, deceased, File Number 16-2023-CP-001378-XXXX-MA, by the Circuit Court for Duval County, Florida, Probate Division, the address of which is 2825 Jodie Jones Center, Jacksonville, Florida 32202; that the decedent's date of death was March 6, 2023; that the total value of the estate is $20,000 and that the names and addresses of those to whom it has been assigned by such order are:
Name Address
Michael Hadley
23 Bradford Lake Circle
Jacksonville, FL 32218
BERNARD A. HADLEY
5138 Lorbiere Avenue
Jacksonville, Florida 32208
TONIE Y. HARRISON
11560 Key Biscayne Drive West
Jacksonville, Florida 32218
ALL INTERESTED PERSONS ARE NOTIFIED THAT:
All creditors of the estate of the decedent and persons having claims or demands against the estate of the decedent other than those for whom provision for full payment was made in the Order of Summary Administration must file their claims with this court WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702. ALL CLAIMS AND DEMANDS NOT SO FILED WILL BE FOREVER BARRED. NOTWITHSTANDING ANY OTHER APPLICABLE TIME PERIOD, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this Notice is May 26, 2023.
Attorney for Person Giving Notice
ADANIEL W. BLOUGOURAS
Attorney
Florida Bar Number: 637732
120 Venetian Way STE 16
Merritt Island, FL 32953
Telephone: (321) 735-8885
Email: help@justtallcan.com
Person Giving Notice:
Michael Hadley
23 Bradford Lake Circle
Jacksonville, Florida 32218

Notice of Sales

Ad#5704425 5/19, 5/26/23
NOTICE OF PUBLIC SALE. Notice is hereby given that POOS Enterprises LLC, located at 3101 Skyway Circle, Melbourne, FL 32934, will sell the contents of certain containers at auction to the highest bidder to satisfy owner's lien. Auction will be held online at www.StorageTreasures.com starting on June 6, 2023 and ending on June 13, 2023. Contents to be sold may include general household goods, electronics, office & business equipment, furniture, clothing and other miscellaneous property. Contents to be sold are stored by the following persons: Bridgette Silva-11181, Angela Davis Boy-1412, Jonathan Powell-226818, Kaylee Forbus-12476589, 8442828, 8881212, Eric Thomas-8871987.

Legal Notices

Ad#5715965 05/26/2023
CITY OF WEST MELBOURNE
Notice of Public Hearing

On Tuesday, June 6, 2023, at 6:00 p.m. or as soon thereafter as the matter may be heard, the West Melbourne City Council will hold a Public Hearing in the Council Chambers, 2285 Minton Road, West Melbourne, FL 32904 on the following:

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING SECTION 54-86(A), MONTHLY POTABLE WATER RATES; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING FOR THE REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

This public hearing is a continuance of a public hearing postponed by City Council on May 2, 2023.

Ordinances may be inspected by the public in the City Clerk Office, 2240 Minton Road, West Melbourne, FL. Interested parties may appear and be heard with respect to the ordinance. Persons wishing to appeal any decision made during the hearing will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence on which the appeal is to be based. Persons with disabilities needing assistance or an interpreter to participate in this public hearing should contact the City Clerk at 321-837-7774, at least 24 hours in advance of the meeting. The public hearing may be continued to a time and date certain by announcement at the advertised hearing without any further published notice.

Cynthia Hanscom
City Clerk

Legal Notices

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance 08-2023 | Parcel ID: 24-36-28-76-A

A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 6.88 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF FORREST AVENUE AND GRIMES STREET AND ALSO IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AS PARCEL ID: 24-36-28-76-A, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY; AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**



Ordinance 07-2023 | Comp Plan FLU-1 RU-1-7

B. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.**

Ordinance 08-2023 | Accessory Structure

C. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE SUPPLEMENTAL DISTRICT REGULATIONS OF THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATED TO ACCESSORY STRUCTURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY, AND AN EFFECTIVE DATE.**

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

June 7, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

July 11, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 PM, OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Sheely, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at csheely@cocoafl.org.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing in Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Notice of Sales

AD#5683537 05/19, 05/26/2023
NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart (835 Viera Blvd Rockledge FL 32955) to satisfy a lien on June 7, 2023 at approx. 11:15 AM at www.storagetreasures.com Lawrence Edward Croom

AD#5683845 5/19 5/26/2023
NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart to satisfy a lien on June 7th, 2023 at approx. 11:00am at www.storagetreasures.com at the following properties:

115 Arnsdell Rd, Merritt Island, FL 32952
Cardell Brown: James S Cain; James Scott Cain

800 N Banana River Dr, Merritt Island, FL 32953
Derek Bailey; Catherine A Whittington; Catherine J Whittington; Catherine Whittington; Catherine Whittington; Ronald or Catherine Whittington; Ronald or Catherine; Ronald S Whittington

AD#5713265 5/26/2023
Lift Dr One Transport
5613 Us 1
Vero, FL 32754
321-505-6444
Auction Date: 06/8/2023
Auction Time: 09:00am

2017 Buick Encore
VIN: KL4CJESB7HB011625
Color: WHITE

Legal Notices

Ad#5707116 5/19, 5/26/2023

PUBLIC NOTICE

The Housing Authority of the City of Titusville will accept 500 applications for the Section 8 Housing Choice Voucher (HCV) Program Waiting List on Thursday, June 01, 2023, starting at 11:00 a.m. E.S.T.

Applications will only be available online at titusville.housingmanager.com starting at 11:00 a.m. E.S.T. until 500 HCV applications have been submitted. Any application that is not fully and accurately completed shall be disqualified.

NO TELEPHONE CALLS, FAXES, MAILINS, WALK-INS, E-MAILS OR HAND DELIVERED APPLICATION WILL BE ACCEPTED. THE WEB BASED APPLICATION PROCESS WILL CLOSE ONCE 500 APPLICATIONS ARE SUBMITTED ONLINE.

Family gross income must not exceed the very-low income limits, as shown below, for the household size:

1 Person	2 Person	3 Person	4 Person
$36,100	$34,400	$38,700	$43,000
5 Person	6 Person	7 Person	8 Person
$46,500	$49,930	$53,350	$56,810

If you do not have computer access at home, you may go to a public library or any other place where computers are available to access this website to complete the application.

If you need a reasonable accommodation for a special needs person, please contact us at 321-267-7288, between 8:30 a.m. E.S.T and 3:30 p.m. E.S.T., no later than Tuesday, May 30, 2023, for assistance to file a web based application.

E.O.E. B.U.W.P. SEC 3

Business & Service Directory

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Roofs installed by owner, with 27 yrs. exp. State Certified, Licensed, Insured. CCC1326437
Free Estimates. 321-676-3034

Scott Crawford Roofing, Inc.
Roofs installed by owner, with 27 yrs. exp. State Certified, Licensed, Insured. CCC1326437
Free Estimates. 321-676-3034

Garage Sales

Garage Sales Market
neighborly deals..

Garage & Moving Sales

Estate Sale
Melbourne, Estate Sale, 730 Samuel Chase Lane, Fri 8-2, Sat 8-2, full house, nice items.

Multi Family Yard Sale: Quality merchandise: ladies clothes M-XL, winter coats, china & household goods. Sat. 5/27 9am-1pm. 5678 Cypress Creek Dr. Grant Previews available: Call Carolyn 321-574-3154

Garage & Moving Sales

ESTATE SALE

To Visit	Visited
☐	☐

Rockledge FL 32955
1329 Outslinger Circle
May 26-27 Fri-Sat 8am-2pm
May 28 Sun. 8am-2pm
Come and get it-fine furniture-Kitchen Tuh-Antiques-Piano-Garage loaded-More info at www.EstateSalesbySouthernTrading Company.com

Legislation Details (With Text)

File #:	23-387	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/19/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Approval to utilize the Construction Manager at Risk approach for Various Park Improvement Projects. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2023
Agenda Date: July 11, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, Interim Public Works Director/City Engineer
Requested Action:
Approval to utilize the Construction Manager at Risk approach for Various Park Improvement Projects.

BACKGROUND:

Council directed Staff to design and construct certain improvements within City-owned parks that are maintained by Brevard County Parks & Recreation through an inter-local agreement. The interlocal agreement does not include the cost and construction of the improvements the Council desires to make to the Cocoa parks. These improvements are funded through a combination of fund balances and American Rescue Plan Act funds (ARPA). ARPA funds must be encumbered by December 31, 2024, and expended by December 31, 2026.

Bid Responses continue to be a challenge for the City as evidenced by the following solicitation results.

- Bid # B-23-21-COC for capital improvements at Provost and Don “Mo” Stradley Memorial Park received no bids.
- Bid # B-23-22-COC Junny Rios Martinez Park New Splash Pad, Pavilion and Pump Room Addition received no bids.

The Construction Manager at Risk (CMAR) approach is a project delivery method commonly used in the construction industry. Under this approach, the owner of a construction project hires a

construction manager early in the design process. The construction manager becomes involved during the pre-construction phase and works collaboratively with the owner and design team.

The key feature of the CMAR approach is that the construction manager assumes the role of a risk manager. They provide input on constructability, scheduling, budgeting, and other aspects during the design phase. This early involvement helps identify and address potential issues, reduce risks, and improve project outcomes.

Once the design is sufficiently developed, the construction manager provides a guaranteed maximum price (GMP) for the project. The GMP establishes the total cost of the project, including the construction manager's fee and any contingencies. If the owner (the City) accepts the GMP, the construction manager proceeds with the construction phase, managing subcontractors, coordinating activities, and ensuring the project is completed within the agreed-upon budget and schedule.

The CMAR approach is favored for complex projects or those with unique challenges. It promotes collaboration, transparency, and risk mitigation by involving the construction manager early in the process.

Staff recommends the CMAR approach for Provost Park, Don “Mo” Stradley Memorial Park, and Junny Rios Martinez Park. Below is the projected timeline for presentation of the CMAR agreements and pricing to the City Council in an effort to move these projects forward.

1) Provost Park - CMAR proposal to Council in late July, early August.
2) Stradley Park - CMAR proposal to Council in September.
3) Martinez Park - CMAR proposal to Council in October.

The CMAR contract will generate a Guaranteed Maximum Price (GMP) that will be brought back to the Council for award.

STRATEGIC PLAN CONNECTION:

City Parks improve the City’s image and encourages physical activity.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On August 24, 2021 Council approved capital improvements to these parks.

RECOMMENDED MOTION:

Request approval of the CMAR approach for Provost Park, Stradley Park, and Junny Rios Martinez Park Improvements.

Legislation Details (With Text)

File #:	23-421	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	7/7/2023		**In control:**	City Council	
On agenda:	7/11/2023		**Final action:**		
Title:	Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023-077 Affirming the Dr. Joe Lee Smith Center Redevelopment Project is consistent with plans.pdf program-overview.pdf Joe Lee Smith Center Paper.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 7, 2023
Agenda Date: July 11, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity.

BACKGROUND:

The City of Cocoa is preparing an application to the Florida Department of Economic Opportunity to qualify as an approved sponsor for the Dr. Joe Lee Smith Center Redevelopment Project, which would permit the City to be eligible for community contributions donated by businesses. As part of this application, the City must certify that the proposed redevelopment of the former center, currently vacant is consistent with local plans and regulations (including the Comprehensive Plan).

The project application will consist of a detailed request to seek out potential community partners to assist in building up this center to service the needs of the Diamond Square Community Redevelopment Area. There is an immediate need in the Diamond Square community for a facility that can provide some of the basic needs such as food, healthcare and education/job training opportunities. Collaboration with not only local partners, but potential state partners are key to increasing the success of this redevelopment project.

As a local government, the City of Cocoa may apply to become eligible to solicit donations under this program. Should this application be approved by the Florida Department of Economic Opportunity, the vacant center will be eligible to receive contributions in the form of cash, goods, services and equipment for the redevelopment of the center. This program provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons. Businesses may take the credit on Florida corporate income tax, insurance premium tax or as a refund against sales tax.

Staff recommends approving Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with the local plans and regulations to be included in this application to the Florida Department of Economic Opportunity.

STRATEGIC PLAN CONNECTION:

Improving economic and community development opportunities in the Diamond Square Community Redevelopment Area.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2023-077, affirming the proposed redevelopment of the Dr. Joe Lee Smith Center is consistent with local plans and regulations, to be included in the application packet for the Community Contribution Tax Credit to the Florida Department of Economic Opportunity.

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RESOLUTION NO. 2023-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AFFIRMING THAT THE PROPOSED REDEVELOPMENT PROJECT LOCATED AT THE DR. JOE LEE SMITH CENTER IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 220.183, Florida Statutes, provides that businesses that make certain "community contributions," as defined therein, towards community development and housing projects for low-income persons may receive a Community Contribution Tax Credit under certain circumstances; and

WHEREAS, Section 220.03(d)(3), Florida Statutes, defines a "community contribution" as the grant by a business of cash, liquid assets, real property, goods, inventory, or other physical resources; and

WHEREAS, the City is in the process of submitting an application to the Florida Department of Economic Opportunity to qualify as an approved sponsor for the Dr. Joe Lee Smith Center Redevelopment Project, which would permit the City to be eligible to receive such community contributions; and

WHEREAS, Section 220.183(3)(a) requires, as a condition precedent to such qualification, that a local government adopt a resolution certifying the project receiving community contributions is consistent with local plans and regulations; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Affirmation of Consistency. The City Council of the City of Cocoa hereby affirms that the proposed Dr. Joe Lee Smith Center Redevelopment project is consistent with local plans and regulations (including comprehensive plans).

SECTION 2. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 4. 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 City Council meeting assembled on the 11th day of July, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

THE COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM

The Community Contribution Tax Credit Program (CCTCP) provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons.

The tax credit is easy for a business to receive. Businesses located anywhere in Florida that make donations to approved community development projects may receive a tax credit of up to 50 percent of the value of the donation. Businesses may take the credit on Florida corporate income tax, insurance premium tax or as a refund against sales tax (for businesses registered to collect and remit sales taxes with the Department of Revenue).

Before making a donation, please be sure it will qualify. A list of eligible organizations is available from the Department of Economic Opportunity (DEO). To receive approval, a business donating to an eligible sponsor need only submit a tax credit application with DEO. In order to claim the tax credit, simply attach proof of the approved donation when you file your state tax return. In order to claim a sales tax refund, submit an Application for a Sales Tax Refund. More details on the approval process are contained on page 4.

Non-profit organizations and units of state and local governments may apply to become eligible sponsors and solicit donations under the program. Eligibility requirements are listed on page 2.

This summary is based on Florida Statutes (sections 212.08 (5) (p), 220.183 and 624.5105). Readers are advised to consult these references for additional details.

FOR FURTHER INFORMATION, PLEASE CONTACT:

CHRIS O'KELLEY

DEPARTMENT OF ECONOMIC OPPORTUNITY

DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

107 EAST MADISON STREET; MSC 80

TALLAHASSEE, FLORIDA 32399

PHONE: (850) 717 - 8967

E-mail: Christopher.O'Kelley@DEO.MyFlorida.com

Website: www.floridajobs.org

HOW TO BECOME AN APPROVED SPONSOR

To Qualify As A Sponsor, Your Organization Is Required To Meet The Following Criteria:

Be one of the following:

Community Action Program

Nonprofit community-based development organization providing community development projects, housing for low-income households, or increasing entrepreneurial and job development opportunities for low-income persons

Neighborhood Housing Services Corporation

Local Housing Authority

Community Redevelopment Agency

Historic Preservation District Agency or Organization

CareerSource Board (formerly Regional Workforce Board)

Direct-Support Organization (DSO)

Enterprise Zone Development Agency

Unit of Local Government

Unit of State Government

- Sponsor a project to provide, construct, improve, or substantially rehabilitate housing, commercial, industrial, or public facilities, or to promote entrepreneurial or job development opportunities for low-income persons in an area designated as a Florida Enterprise Zone as of May 1, 2015 (Please see page 3 for a list of enterprise zones).

OR

- Sponsor a project to increase access to high-speed broadband capability in rural communities with enterprise zones (including projects that result in improvements to communication assets that are owned by a business).

HOUSING PROJECTS FOR LOW-INCOME PERSONS OR PERSONS WITH SPECIAL NEEDS

- A project designed to provide, construct or rehabilitate housing for low-income persons or for persons with special needs does not have to be located within an Enterprise Zone or a Front Porch Community.

FLORIDA ENTERPRISE ZONES *

AREAS LOCATED WITHIN THESE CITIES OR COUNTIES HAVE ENTERPRISE ZONES:

Bradenton
Brooksville/Hernando County
Broward County
Calhoun County
Century
Charlotte County
Citrus County
Clearwater
Cocoa
Columbia County
Crestview/Okaloosa County
Daytona Beach
DeFuniak Springs
DeSoto County
Escambia County
Everglades City
Ft. Myers/Lee County
Ft. Pierce
Franklin County
Freeport
Gadsden County
Gainesville
Glades County
Gulf County
Hamilton County
Hardee County
Hendry County
Highlands County
Hillsborough County
Holmes County
Immokalee (Collier County)
Indian River County/Vero Beach
Jackson County
Jacksonville
Kissimmee/Osceola County
Lake Apopka
Lake County
Lakeland
Levy County
Liberty County
Madison County
Martin County
Miami - Dade County
Oak Hill
Ocala
Okeechobee County
Orange County
Pahokee
Palm Bay
Palm Beach County
Palmetto/Manatee County
Pensacola
Putnam County
St. Marks
St. Petersburg
Sarasota
Sumter County
Suwannee County
Tallahassee/Leon County
Tampa
Taylor County
Wakulla County
Walton County
Washington County
Winter Haven

* A project designed to provide, construct or rehabilitate housing for low-income persons does not have to be located within an Enterprise Zone.

TO BECOME A SPONSOR, YOUR ORGANIZATION MUST SUBMIT A PROPOSAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITH THE FOLLOWING INFORMATION:

- A copy of your organization's articles of incorporation, by-laws, or other documentation establishing eligibility as a sponsor.
- A project narrative describing the eligible activity and listing the type(s) of contributions to be sought and their intended use.
- Documentation that the project is located in an Enterprise Zone. (not required if your agency is providing housing for low-income persons).
- A resolution from the local government (where the project is located) stating that the project is consistent with local plans and regulations (including comprehensive plans).

Once your agency has received written approval from DEO, you may begin accepting eligible contributions. Project approval expires on June 30 of each year. A sponsor must be recertified for each subsequent year to continue to be eligible to accept contributions.

HOW TO RECEIVE A TAX CREDIT OR REFUND

WHO IS ELIGIBLE?

Any business paying Florida corporate income tax or insurance premium tax is eligible to receive a tax credit of up to 50 percent of the value of donations to approved projects. Any business registered with the Department of Revenue to collect and remit sales tax is eligible to apply for a refund of up to 50 percent of the value of donations to approved projects.

WHAT IS AN ELIGIBLE CONTRIBUTION?

Cash, property, and goods donated to approved sponsors are eligible for the credit. **Donations must be directly used in the approved project.** Dues and services are not eligible donations. Contributions may not be used to pay the administrative or operational costs of the sponsor.

Donations to approved housing projects may include: project development impact and management fees; down payment and closing costs; housing counseling and marketing fees (not to exceed 10 percent of the donation); removal of liens recorded against residential property by municipal, county or special-district local governments.

An organization must be approved as a sponsor before it receives a donation eligible for this tax credit. A list of all approved sponsors is available from the DEO.

HOW MUCH CREDIT CAN A BUSINESS RECEIVE?

A business is eligible to receive credits of up to $200,000 per tax year.

Unused corporate income tax credits may be carried over for up to 5 years. Unused sales tax refunds may be claimed for three years after the first refund application.

There will be $19.0 million dollars in state tax credits available for fiscal year 2022/23.
There will be $14.5 million tax credits for projects that provide homeownership opportunities for low-income persons or housing opportunities for persons with special needs. There will be 4.5 million tax credits for all other projects. Tax credit applications will be received from July 1 through July 15, 2022 and will then be approved on a pro rata basis if requested applications exceed tax credit allocations. After July 15, 2022, tax credit applications will be processed on a first-come, first-served basis if tax credits are available.

TO CLAIM A 50 PERCENT TAX CREDIT YOUR BUSINESS NEEDS TO:

1. Contact DEO to determine whether or not the contribution qualifies for a tax credit.
2. Send a completed Application for a Community Contribution Tax Credit (Form 8E-17TCA#01) to DEO, with the following attachments:
    - A copy of the check, invoice(s), or deed and appraisal (within 12 months);
    - A copy of the sponsor's approval or recertification letter.
    - Proof that the donation was received (Sponsor Acknowledgement letter).
3. Submit a copy of the donation approval letter when you file your Florida Corporate Income Tax Return (form F-1120) or Insurance Premium Tax Return (DR-908).

TO CLAIM A SALES TAX REFUND YOUR BUSINESS NEEDS TO:

4. Complete steps 1 and 2 above and submit an Application for Refund (Form DR-26S) along with a copy of DEO's approval letter (only one sales tax refund application per year)

ENTERPRISE ZONE DEVELOPMENT AGENCY CONTACTS (As of October 28, 2014)

LOCATION	NUMBER	CONTACT	PHONE	FAX
Bradenton	EZ-4101	Volker Reiss	941/932-9402	941/932-9534
Brooksville/Hernando County	EZ-2701	Bill Geiger	352/540-3810	352/544-5424
Broward County	EZ-0601	Thomasina Turner	954/828-4514	954/828-4500
Calhoun County	EZ-0701	Kristy Terry	850/674-4519	850/674-4962
Century	EZ-1701	Kristina Wood	850/256-3208	850/256-0318
Charlotte County	EZ-0801	Debrah Forester	941/764-4943	941/764-4943
Citrus County	EZ-0901	Jim Faulkner	352/527-5532	352/527-5252
Clearwater	EZ-5202	Audra Aja	727/562-4022	727/562-4075
Cocoa	EZ-0501	Susan D. McGrady	321/433-8510	321/433-8513
Columbia County	EZ-1202	Glenn Hunter	386/758-1033	386/758-1167
Crestview/Okaloosa County	EZ-4601	Nathan Sparks	850/362-6467	850/362-6471
Daytona Beach	EZ-6401	Don Gooding	386/671-8055	386/671-8059
DeFuniak Springs	EZ-6601	Loretta Laird	850/892-8500	850/892-8570
DeSoto County	EZ-1401	Mandy Hines	863/993-4800	863/993-4809
Escambia County	EZ-1703	Victoria D'Angelo	850/595-3585	850/595-3218
Everglades City	EZ-1102	David Harraden	239/695-3299	239/695-4155
Ft. Myers/Lee County	EZ-3601	Warren Baucom	239/338-3161	239/338-3227
Ft. Pierce	EZ-5601	Linda Cox	772/467-3052	772/461-2954
Franklin County	EZ-1901	Alan C. Pierce	850/653-9783	850/653-9799
Freeport	EZ-6602	Latilda R. Hughes-Neel	850/835-2340	850/835-3137
Gadsden County	EZ-2001	Henry G. Grant	850/875-7255	850/875-7257
Gainesville	EZ-0101	Lynn Janoski	352/393-8206	352/334-2132
Glades County	EZ-2201	Tracy Whirls	863/946-0300	863/946-0777
Gulf County	EZ-2301	Donald Butler	850/229-6106	850/229-9252
Hamilton County	EZ-2401	Susan Ramsey	386/792-6828	386/792-0559
Hardee County	EZ-2501	Sarah Pelham	863/773-3030	863/773-4915
Hendry County	EZ-2601	Jennifer Price	863/675-6007	863/674-9024
Highlands County	EZ-2801	Stephen Weeks	863/453-2818	863/453-2822
Hillsborough County	EZ-2902	Lynn I. Schultz	813/914-4028	813/914-4027
Holmes County	EZ-3001	Raymon Thomas	850/547-6154	850/547-4206
Immokalee (Collier County)	EZ-1101	Bradley Muckel	239/867-0027	239/252-6455
Indian River County/Vero Beach	EZ-3101	Helene Caseltine	772/567-3491	772/778-3181
Jackson County	EZ-3201	Bill Stanton	850/526-4005	850/526-4008
Jacksonville	EZ-1601	Ed Randolph	904/630-1858	904/630-1019
Kissimmee/Osceola County	EZ-4901	Christina Morris	407/742-4207	407/742-4202
Lake Apopka	EZ-4802	Jason Reynolds	407/836-5547	407/836-0920
Lake County	EZ-3501	Robert Chandler	352-742-3905	352-343-9558
Lakeland	EZ-5301	Jason Willey	863/834-6011	863/834-8432
Levy County	EZ-3801	David J. Pieklik	352/493-6797	352/221-5113
Liberty County	EZ-3901	Johnny Eubanks	850/643-2359	850/643-3334
Madison County	EZ-4001	Sherilyn Pickels	850/973-3179	850/973-6880
Martin County	EZ-4301	Jill Marasa	772-221-1380	772-221-1380
Miami - Dade County	EZ-1301	Freenette Williams	305/375-2845	305/375-5262
Oak Hill	EZ-6402	Mike Arman	386/345-3522	386/345-1834
Ocala	EZ-4201	Melanie Gaboardi	352/629-8312	352/629-8242
Okeechobee County	EZ-4701	Robbie Chartier	863/763-9312	863/763-0118
Orange County	EZ-4801	Jason Reynolds	407/836-5547	407/836-0920
Pahokee	EZ-5001	Erica Washington	561/924-5534	561/924-8104
Palm Bay	EZ-0502	Edyie McCall	321-952-3413	321-952-3412
Palm Beach County	EZ-5002	Pam Nolan	561/233-3678	561/656-7546
Palmetto/Manatee County	EZ-4102	Cheri Coryea/Debbie DeLeon	941/749-3030	941/749-3040
Pensacola	EZ-1702	Ed Spears	850/436-5652	850/595-1143
Putnam County	EZ-5401	Dana C. Jones	386/328-1503	386/328-7076
St. Marks	EZ-6501	Zoe Mansfield	850/925-6224	850/925-5657
St. Petersburg	EZ-5201	Brian Caper	727/893-7035	727/892-5465
Sarasota County	EZ-5801	Dru Jones	941/365-2200	941/373-7766
Sumter County	EZ-6001	Bradley Arnold	352/689-4400	352/689-4401
Suwannee County	EZ-6101	Alvin Jackson	386/364-1700	386/362.4758
Tallahassee/Leon County	EZ-3701	Benjamin H. Pingree	850/521-3110	850/425-1056
Tampa	EZ-2901	Ed Johnson	813/242-3806	813/242-3830
Taylor County	EZ-6201	Clay Olson	850/838-3508	850/838-3546
Wakulla County	EZ-6502	Melissa Corbett	850/926-3695	850/926-1528
Walton County	EZ-6603	Dede Hinote	850/892-8155	850/892-8454
Washington County	EZ-6701	Chris MacBlain	850/638-4157	850/638-8770
Winter Haven	EZ-5302	Sean Byers	863/298-7932	863/297-3090



DR. JOE LEE SMITH COMMUNITY CENTER

Contact
Charlene Neuterman
Community Services Director
(321) 433-8509
cneuterman@cocoafl.gov

Diamond Square Community Demographics

Racial Demographics
53% Black, 28% White, 19% Other

Educational Attainment
20% No Diploma,
35% High School Graduate,
45% Some college or degree

Household Poverty Level 24%

Household Demographics

$38,542 Median Household Income

Housing Unit Summary

65% Renter Occupied Housing

35% Owner Occupied Housing

The Diamond Square Community Redevelopment Agency (DSRDA) was created in 1998 to leverage the neighborhood's existing assets, remove the blight, improve existing conditions and stimulate new development activity. The former Dr. Joe Lee Smith Community Center, located in the DSRDA and built in 1963, historically served as a central point of community and recreational activities.

With the opening of the new Dr. Joe Lee Smith Community Center in 2020, the City of Cocoa strives to repurpose the old facility into a building with additional services to help the residents in the Diamond Square community. The DSRDA Plan Update of 2014 identified the former Dr. Joe Lee Smith Community Center as a promising, potential hub for the community with the following potential community uses:

- Business Incubator
- Health Clinic
- Job Training/Professional Skills Programs
- Programming for kids and/or seniors
- Neighborhood Childcare

DR. JOE LEE SMITH COMMUNITY CENTER

FUNDING NEEDS FOR THE COMMUNITY CENTER



Interior renovation to bring a 60 year old building up to code, including:

- Site Development
- Roofing
- Doors and Windows
- Finishes
- Mechanical
- Fire Protection
- Electrical

Estimated costs based on a 2020 Assessment = **$1.5 million** (state funding) + **$1.5 million** (investment from a local charitable non-profit)

The City will seek out potential community partners such as healthcare organizations or providers, educational partners such as local institutions and/or career readiness programs, and non-profit program providers to assist in building up this community center to service the needs of the residents of the Diamond Square Community.

The are a number of needs that this center can provide to the Diamond Square Community. A great example of a similar center is the Evans Center in Palm Bay. The Evans Center is a local non-profit organization that is committed to raising the standard of health and improving the quality of life in the community. They do this through creating partnerships with organizations and local leaders determined to disrupt the status quo of scarce resources in low- to moderate-income communities. Those partnerships help to provide job training, access to quality, affordable healthcare, fresh foods and clean living.

In Summary

There is an immense need in the Diamond Square community for a facility that can provide some of the basic needs for a community such as food, healthcare and education and job training opportunities. Collaboration with local community based partners are the key to long-term success of this facility. A strategic priority for the City of Cocoa is a commitment to enhancing the health and quality of life for the entire community. Receiving the funding to renovate the center will allow the city to provide much needed services to a community where gaps in service exist.

Legislation Details (With Text)

File #:	23-352	**Version:**	1	**Name:**	May, 2023 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/1/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 5/31/2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.22 thru 5.31.23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 01, 2023
Agenda Date:	July 11, 2023
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 5/31/2023**.**

BACKGROUND:

The following reports for the period October 01, 2022, through May 31, 2023, provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

4. Change Order Approvals revised PO increased

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-22 thru 5-31-23

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 36

	POs	Change Orders	Total
City Manager =	22	5	27
City of Cocoa CRA Board =	0	1	1
City Council =	8	0	8

Purchase Order Approvals 10-01-22 thru 5-31-23
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80031	10/7/2022	Insource Software Solutions	$ 38,348.52	10/7/2022	Stockton Whitten
80034	10/7/2022	MCCI, LLC	$ 38,504.50	10/7/2022	Stockton Whitten
80052	10/7/2022	Brev Cty Emergency Management	$ 46,200.00	10/7/2022	Stockton Whitten
80213	10/24/2022	Hach Company	$ 35,404.00	10/24/2022	Stockton Whitten
80223	10/24/2022	ESRI Inc	$ 50,000.00	10/24/2022	Stockton Whitten
80271	11/1/2022	Empire Computing & Consulting	$ 43,813.25	10/31/2022	Stockton Whitten
80272	11/1/2022	IM Solutions, Inc	$ 41,517.68	10/31/2022	Stockton Whitten
80295	11/1/2022	Hach Company	$ 47,582.64	10/31/2022	Stockton Whitten
80359	11/16/2022	Enterprise FM Trust	$ 43,868.00	11/15/2022	Stockton Whitten
80360	11/16/2022	Alan Jay Cheverolet Buick GMC	$ 42,296.00	11/15/2022	Stockton Whitten
80426	12/7/2022	Beemats LLC	$ 50,000.00	12/6/2022	Stockton Whitten
80427	12/4/2022	Barney's Pumps Inc.	$ 40,900.00	12/6/2022	Stockton Whitten
80450	12/9/2022	Thompson Pump & MFG Co. Inc.	$ 49,349.00	12/9/2022	Stockton Whitten
80482	12/20/2022	Polydne Inc.	$ 49,000.00	12/20/2022	Stockton Whitten
80483	12/20/2022	TomCo2 Equipment Co.	$ 37,164.90	12/20/2022	Stockton Whitten
80484	12/20/2022	In Depth, Inc.	$ 46,900.00	12/20/2022	Stockton Whitten
80513	12/28/2022	Stewarts Electric Motor Works	$ 37,000.00	12/22/2022	Stockton Whitten
80771	3/17/2023	Ferguson Enterprises, LLC	$ 48,375.28	3/16/2023	Stockton Whitten
80843	4/12/2023	Graybar Electric Co. Inc	$ 49,520.60	4/11/2023	Stockton Whitten
80845	4/12/2023	Stantec Consulting Services	$ 46,178.00	4/11/2023	Stockton Whitten
80846	4/12/2023	Stantec Consulting Services	$ 45,504.00	4/11/2023	Stockton Whitten
80886	4/25/2023	Crisafulli Consulting, LLC	$ 50,000.00	4/24/2023	Stockton Whitten

22 Purchase Order Approved by City Manager

Prepared by Purchasing 6/1/2023

Purchase Order Approvals 10-01-22 thru 5-31-23
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 6/1/2023

Purchase Order Approvals 10-01-22 thru 5-31-23
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
80212	10/24/2022	Pace Analytical Services	$ 49,000.00	1/26/2021	City Council
80209	10/24/2022	Gar Waterblasting	$ 42,500.00	5/24/2022	City Council
80210	10/24/2022	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
80211	10/24/2022	J & M Materials of Riverview	$ 40,000.00	10/27/2020	City Council
80220	10/24/2022	CrowderGulf Joint Venture, Inc	$ 50,000.00	10/11/2022	City Council
80221	10/24/2022	Thompson Consulting Services	$ 50,000.00	10/11/2022	City Council
80224	10/24/2022	FPL	$ 40,584.00	9/13/2022	City Council
80276	11/1/2022	United Self Insured Services	$ 50,000.00	8/22/2017	City Council

8 Purchase Orders Approved by City Council

Prepared by Purchasing 6/1/2023

Change Orders Approvals
Revised PO increased to $35,000 to $50,000

PO #	PO Date	Vendor	PO Amount	Change Date	By Whom
078979	12/1/2021	GARGANESE, WEISS, D'AGRESTA &	$ 50,000.00	3/8/2023	Stockton Whitten
080041	10/7/2022	ALLIANCE FOR NEIGHBORHOOD	$ 35,000.00	1/18/2023	CRA Board
080271	11/1/2022	EMPIRE COMPUTING & CONSULTING,	$ 43,813.25	1/24/2023	Stockton Whitten
080386	11/28/2022	SHERWIN WILLIAMS COCOA	$ 35,000.00	4/12/2023	Stockton Whitten
080410	12/6/2022	PDCS, LLC	$ 35,000.00	2/3/2023	Stockton Whitten
080718	3/6/2023	BENNETT FIRE PRODUCTS CO., INC	$ 49,568.00	4/25/2023	Stockton Whitten

		1	Change Orders Approved by the CRA Board
0	Change Orders Approved by City Council	5	Change Orders Approved by The City Manger

Prepared by Purchasing 6/1/2023

Legislation Details (With Text)

File #:	23-355	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/5/2023			**In control:**	City Council
On agenda:	7/11/2023			**Final action:**	
Title:	FY 2023 May Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-05.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-05.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2023
Agenda Date: July 11, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 May 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 2023 thru May 31, 2023.

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:
Informational Item Only

FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/23/23	001-0000-389.99-50	(2)	PWFBBP BRACCO POND RESO #2023-044		3306
	001-0000-389.99-50	500,000	AFBP21 ECONOMIC INC RESO #2023-044		3306
	001-0000-389.99-50	560,000	AFBP21 FISKE PROJECT RESO #2023-044		3306
	001-0000-389.99-50	15,000	AFBP21 SUSTAINABILITY RESO #2023-044		3306
	001-0000-389.99-50	37,500			
	001-0000-389.99-50	634,500	CA2201 PUMPER TRUCK RESO #2023-044		3306
	001-0000-389.99-50	241,379	CD22PS VILLAGE PARKING RESO #2023-044		3306
	001-0000-389.99-50	26,886	PW00PS PD HEADQUARTERS RESO #2023-044		3306
	001-0000-389.99-50	44,215	PW21BM BREVARD MUSEUM RESO #2023-044		3306
	001-0000-389.99-50	(3,637)	PW21DS PAVING RESO #2023-044		3306
	001-0000-389.99-50	26,651	PW21FL FUEL TANK RESO #2023-044		3306
	001-0000-389.99-50	3,942	PWFBCA CARL ANDERSON RESO #2023-044		3306
	001-0000-389.99-50	10,945	PWFBFP FERN & PROSPECT RESO #2023-044		3306
	001-0000-389.99-50	139	PWFBPI SUSTAINABILITY RESO #2023-044		3306
	001-0000-389.99-50	(50,000)	PWFBPP PROVOST PARK RESO #2023-044		3306
05/25/23	001-0000-334.10-15	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058		3294
15	Budget Amendments/Transfers		Division 0000 Total	$2,047,519	
	15 Total Budget Amendments/Transfers		**GENERAL FUND**	**$2,047,519**	
05/01/23	110-0000-338.00-00	(45,142)	REDUCTION OF FINAL REV RESO # 23-240		2957
	110-0000-338.00-00	(6,131)			
1	Budget Amendments/Transfers		Division 0000 Total	($51,273)	
	1 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**($51,273)**	
05/26/23	424-0000-381.91-21	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
1	Budget Amendments/Transfers		Division 0000 Total	$525,000	
	1 Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$525,000**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
17	**Transfers & Amendments between 5/1/2023 and 5/31/2023**			
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**2,521,246**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 6/1/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1104 - PLANNING					
05/02/23	001-1104-515.54-00	(650)	FND SE SURVEY APRIL CLEANUP		2962
	001-1104-515.34-00	650			
	001-1104-515.12-00	(49,349)	PLANNERS SERVICE CONTR APRIL CLEANUP		2962
	001-1104-515.34-00	49,349			
2	Budget Amendments/Transfers			Division 1104 Total $0	
1203 - INFORMATION TECHNOLOGY					
05/02/23	001-1203-516.54-00	(5,500)	FND REDUNDANT INTERNET APRIL CLEANUP		2962
	001-1203-516.41-00	5,500			
05/25/23	001-1203-516.56-16	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058		3294
2	Budget Amendments/Transfers			Division 1203 Total $1	
1600 - GENERAL OPERATIONS					
05/23/23	001-1600-513.39-00	5,104	AFBP21 RESO #2023-044		3306
	001-1600-513.39-00	15,000			
	001-1600-513.39-00	26,651			
	001-1600-513.39-00	26,886			
	001-1600-513.39-00	34,287			
	001-1600-513.39-00	38,310			
	001-1600-513.39-00	44,215			
	001-1600-513.39-00	73,661			
	001-1600-513.39-00	76,161			
	001-1600-513.39-00	89,913			
	001-1600-513.39-00	634,500			
	001-1600-513.82-01	20,000	AFBP21 ECONOMIC INC RESO #2023-044		3306
	001-1600-513.39-00	480,000			
	001-1600-513.39-00	560,000	AFBP21 FISKE PROJECT RESO #2023-044		3306
	001-1600-513.39-00	6,071	AFBP21 SUSTAINABILITY RESO #2023-044		3306
	001-1600-513.39-00	37,500			
05/25/23	001-1600-513.39-00	(500,000)	FND FY23 ANNUAL ST PAVING RESO # 2023-046		3297

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/25/23	001-1600-513.39-00	(50,000)	FND REPAIR FIRE APP E31 RESO # 2023-047		3295
6	Budget Amendments/Transfers		Division 1600 Total	$1,618,259	
1801 - HUMAN RESOURCES					
05/02/23	001-1801-513.56-15	(500)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-1801-513.41-00	500			
1	Budget Amendments/Transfers		Division 1801 Total	$0	
1990 - LEISURE SERVICES					
05/02/23	001-1990-574.52-07	1,000	FND JANITORIAL SUPPLIES APRIL CLEANUP		2962
	001-1990-574.34-00	(2,000)	FND JANITORIAL/UNIF APRIL CLEANUP		2962
	001-1990-574.42-00	(200)			
	001-1990-574.52-00	1,200	FND UNIFORMS APRIL CLEANUP		2962
3	Budget Amendments/Transfers		Division 1990 Total	$0	
2200 - FIRE ADMINISTRATION					
05/02/23	001-2200-522.12-00	(15,000)	FND INSP SERVICES PCDS APRIL CLEANUP		2962
	001-2200-522.34-00	15,000			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
05/25/23	001-2201-522.46-03	50,000	FND REPAIR FIRE APP E31 RESO # 2023-047		3295
1	Budget Amendments/Transfers		Division 2201 Total	$50,000	
3200 - ADMINISTRATION					
05/23/23	001-3200-515.61-00	241,379	CD22PS VILLAGE PARKING RESO #2023-044		3306
1	Budget Amendments/Transfers		Division 3200 Total	$241,379	
3510 - STREET MANAGEMENT					
05/23/23	001-3510-541.63-00	(89,913)	AFBP21 RESO #2023-044		3306
	001-3510-541.46-00	(38,310)			
	001-3510-541.63-00	(3,637)			
05/25/23	001-3510-541.46-00	50,000	FND FY23 ANNUAL ST PAVING RESO # 2023-046		3297
	001-3510-541.63-00	450,000			
2	Budget Amendments/Transfers		Division 3510 Total	$368,140	
3520 - PARKS & BEAUTIFICATION					
05/02/23	001-3520-572.46-00	(7,000)	FND OPERATING SUPPL TO YE APRIL CLEANUP		2962
	001-3520-572.52-00	7,000			
	001-3520-572.46-00	(300)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-3520-572.41-00	300			
2	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	001-3540-519.52-00	(578)	PROMO ITEMS W/ COCOA APRIL CLEANUP		2962
	001-3540-519.48-00	578			
1 Budget Amendments/Transfers			Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
05/23/23	001-3560-519.64-00	(6,071)	PWFBPI SUSTAINABILITY RESO #2023-044		3306
1 Budget Amendments/Transfers			Division 3560 Total	($6,071)	
3580 - CAPITAL PROJECTS MNGMT					
05/23/23	001-3580-519.62-00	(69,719)	AFBP21 RESO #2023-044		3306
	001-3580-519.62-00	(65,216)			
	001-3580-519.62-00	(34,289)			
	001-3580-519.62-00	(31,000)			
	001-3580-519.63-00	(19,000)			
	001-3580-519.64-00	(5,104)			
	001-3580-519.31-00	139			
1 Budget Amendments/Transfers			Division 3580 Total	($224,189)	
24 Total Budget Amendments/Transfers			**GENERAL FUND**	**$2,047,519**	
3200 - ADMINISTRATION					
05/02/23	107-3200-524.34-00	(3,720)	FND UNEXPECTED EXP APRIL CLEANUP		2962
	107-3200-524.49-00	120			
	107-3200-524.52-00	600			
	107-3200-524.41-00	3,000			
1 Budget Amendments/Transfers			Division 3200 Total	$0	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
05/01/23	110-3230-559.39-00	(51,273)	REDUCTION OF FINAL REV RESO # 23-240		2957
1 Budget Amendments/Transfers			Division 3230 Total	($51,273)	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**($51,273)**	
4010 - WATER ADMINISTRATION					
05/02/23	421-4010-536.31-00	(3,000)	FND CLERK OF COURT FEES APRIL CLEANUP		2962
	421-4010-536.49-09	3,000			
05/26/23	421-4010-581.91-24	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
2 Budget Amendments/Transfers			Division 4010 Total	$525,000	
4020 - DYAL PLANT					
05/02/23	421-4020-536.34-00	(14,610)	FND REXA ACTUATOR INCR APRIL CLEANUP		2962
	421-4020-536.64-00	14,610			
	421-4020-536.46-02	(2,500)	FND SURVEYOR EXP APRIL CLEANUP		2962

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	421-4020-536.31-00	2,500	FND SURVEYOR EXP APRIL CLEANUP		2962
05/25/23	421-4020-536.46-00	(97,400)	FND 5 ABB VFD UNITS RESO # 2023-049		3296
	421-4020-536.64-00	97,400			
3	Budget Amendments/Transfers		Division 4020 Total	$0	
4120 - WATER RECLAMATION					
05/26/23	421-4120-536.63-00	(525,000)	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
1	Budget Amendments/Transfers		Division 4120 Total	($525,000)	
4125 - SEWER FIELD OPERATIONS					
05/02/23	421-4125-536.46-00	(4,800)	FND CDL TEST INCR APRIL CLEANUP		2962
	421-4125-536.49-00	4,800			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
7	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$0**	
4055 - ENGINEERING					
05/26/23	424-4055-536.63-00	(10,320)	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
1	Budget Amendments/Transfers		Division 4055 Total	($10,320)	
4120 - WATER RECLAMATION					
05/26/23	424-4120-536.63-00	10,320	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$535,320	
2	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$525,000**	

35 Transfers & Amendments between 5/1/2023 and 5/31/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **2,521,246**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Legislation Details (With Text)

File #:	23-358	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/6/2023			**In control:**	City Council
On agenda:	7/11/2023			**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:	Change Orders May 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2023
Agenda Date: July 11, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of May 31, 2023. 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.

FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 05/31/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
PW23HV - City Hall HAVC													
Op. Rev.		60,279.00	4/25/2023 Total approved	2023-036									
Project Manager: Frank Marabito		5,000.00											
account #	001-3560-519.64-00	55,279.00					Cumulative		FY22 cum	FY23 cum			
	Air Mechanical			FY2023	46357	55,279.00	$ 55,279.00			$ 55,279.00	$ -		
	PO # 80963	**5,000**											
PW23PE - Cocoa Village Playhouse Elevator													
Op. Rev.		74,143.00	Total approved	2023-025									
Project Manager: Frank Marabito		7,060.00	contingency and other costs authorized										
account #	001-3560-519.62-00	67,083.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Sapphire Elevator			FY2023	46176	67,083.00	$ 67,083.00			$ 67,083.00	$ -		
	PO # 80805	**7,060**											
WS23DF - Filter #3 IMS Cap & Media Replacement													
Op. Rev.		466,533.37	Total approved	2023-020									
Project Manager:		42,413.00	contingency and other costs authorized										
account #	424-4020-536.63-00	424,120.37	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Elenis Contracting			FY2023	46212	424,120.00	$ 424,120.00			$ 424,120.00	$ 58,410.75		
	PO # 80847	**42,413**											
PW23PF - Cocoa Village Playhouse Fire Alarm Panel													
Op. Rev.		123,602.00	Total approved	2023-029									
Project Manager: Frank Marabito		10,000.00	contingency and other costs authorized										
account #	001-3560-519.64-00	113,602.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Integrated Fire			FY2023	46235	113,602.00	$ 113,602.00			$ 113,602.00	$ -		
	PO # 80892	**9,999.55**				0.45							
WS21VP - Viera Pump Station													
Op. Rev.		917,070.00	Total approved	2023-015									
Project Mana	David Veloza	83,370.00	contingency and other costs authorized										
account #	424-4055-536.63-00	833,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	L7 Construction			FY2023	46161	833,700.00	$ 833,700.00			$ 833,700.00	$ -		
	PO#: 80814	**83,370**											
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00	$ 70,000.00			$ 70,000.00	$ 44,801.21		
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.46-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023	45793	82,000.00	$ 82,000.00			$ 82,000.00	$ 71,000.00		
	PO #: 80526	**16,400**											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager: Sean McFarland		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00	$ 399,978.00			$ 399,978.00	$ -		
	PO # 80495	**39,998**											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 1,646,576.10		
	PO # 80537												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
		439,952											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Mana	Bryant Smith	290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25	$ 159,144.00		
	Inliner Solutions PO # 80264			CO #1	45762	15,248.00	$ 15,248.00			$ 15,248.00			
		291											
WS17FC - PLC Upgrade Belt Filter													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00	$ 127,000.00	$ 15,700.00	$ -	
	PO# 80167												
		21,405											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Pro Co			FY2023	46197	34,411.25	$ 49,748.00			$ 49,748.00	$ -		
	PO# 80799												
		4,975											
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00		$ -		
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00		$ -		
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00			$ 653,307.00	$ 436,171.77	$ 217,135.23	
	PO # 79254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager:	City of Melbourne	1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									
Project Manager:		23,310.00	contingency and other costs authorized										
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 233,100.00	$ 150,000.00	$ 79,596.96	
	Contractor PO# 77555												
		23,310											
WS1222	BNR Process Improvements												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
Op. Rev.		2,497,935.00	2/22/2022 AND 5/23/2023	2022-018									
Project Manager:		989,934.00	contingency and other costs authorized	2022-092									
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency	2023-054			Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,979,440.00		$ 1,944,049.00	$ 35,391.00	$ 803,612.18	$ 507,911.04	
	PO# 79480			C/O#1	45144	436,048.00							
				C/O#2	45887	30,015.00							
		518,495		C/O#3	46074	5,376.00							
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager Utilities		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00						
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53						
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91						
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98						
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09						
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09						
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47						
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12						
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12						
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32						
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98						
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83						
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97						
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97						
							4,667,012.97						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28						
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58						
					34893	9,984.39	$ 4,667,012.97						
			PO#73686	FY2019		1,000.00							
		209,868	^contingency balance-->										

Legislation Details (With Text)

File #:	23-359	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/6/2023			**In control:**	City Council
On agenda:	7/11/2023			**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 Classification Report May FY23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2023
Agenda Date: July 11, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending May 31, (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This May 2023 (FY23) report is unaudited and preliminary.

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 2023 Budget by Classification Report - Summary Listing

5/31/2023

Target for May 2023 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 10,578,563	$ 1,566,007	87%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 4,098,669	$ 952,942	81%
INTERGOVERNMENTAL	$ 2,695,109	$ -	$ 1,478,817	$ 1,216,292	55%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 4,979,382	$ 1,881,110	73%
FINES AND FORFEITURES	$ 15,000	$ -	$ 10,659	$ 4,341	71%
MISCELLANEOUS	$ 726,062	$ -	$ 1,370,310	$ (644,248)	189%
OTHER SOURCES (NON-REVENUE)	$ 31,618,680	$ -	$ 11,257,950	$ 20,360,730	36%
REVENUE TOTALS	**$ 59,111,524**	**$ -**	**$ 33,774,350**	**$ 25,337,174**	**57%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,754,378	$ 2,968	$ 14,992,883	$ 12,758,527	54%
OPERATING EXPENDITURES	$ 22,536,442	$ 2,890,604	$ 8,032,214	$ 11,613,624	48%
CAPITAL OUTLAY	$ 5,957,083	$ 1,399,183	$ 1,019,243	$ 3,538,657	41%
GRANTS, AIDS AND OTHER	$ 2,863,621	$ -	$ 2,234,346	$ 629,275	78%
EXPENSE TOTALS	**$ 59,111,524**	**$ 4,292,755**	**$ 26,278,686**	**$ 28,540,083**	**52%**
REVENUE TOTALS	**$ 59,111,524**	**$ -**	**$ 33,774,350**	**$ 25,337,174**	**57%**
EXPENSE TOTALS	**$ 59,111,524**	**$ 4,292,755**	**$ 26,278,686**	**$ 28,540,083**	**52%**
	$ -	**$ (4,292,755)**	**$ 7,495,664**	**$ (3,202,909)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	154,993	93,986.61	61	7,818,599	8,153,436.05	104	8,438,570	285,133.95
20	00	DELINQUENT TAXES	1,250	408.84	33	10,000	947.58-	10	15,000	15,947.58
25	00	PENALTIES RE: TAXES	339	2,595.46	766	13,640	17,173.16	126	15,000	2,173.16-
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	156,582	96,990.91	62	7,842,239	8,169,661.63	104	8,668,570	498,908.37
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	49,166	80,872.67	165	393,328	405,133.86	103	590,000	184,866.14
312	**	SALES USE AND FUEL TAXES	49,166	80,872.67	165	393,328	405,133.86	103	590,000	184,866.14
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	133,333	170,975.69	128	1,066,664	1,137,674.78	107	1,600,000	462,325.22
30	00	WATER-COCOA	32,083	35,874.09	112	256,664	297,637.23	116	385,000	87,362.77
40	00	GAS	5,000	3,447.20	69	40,000	29,100.02	73	60,000	30,899.98
80	00	PROPANE	2,000	2,541.00	127	16,000	18,907.19	118	24,000	5,092.81
314	**	UTILITY SERVICE TAX	172,416	212,837.98	123	1,379,328	1,483,319.22	108	2,069,000	585,680.78
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	55,833	51,476.43	92	446,664	419,429.75	94	670,000	250,570.25
315	**	COMMUNICATION SERVICE TAX	55,833	51,476.43	92	446,664	419,429.75	94	670,000	250,570.25
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	6,237	2,499.77	40	121,959	101,019.02	83	147,000	45,980.98
316	**	LOCAL BUSINESS TAX	6,237	2,499.77	40	121,959	101,019.02	83	147,000	45,980.98
310	***	TAXES	440,234	444,677.76	101	10,183,518	10,578,563.48	104	12,144,570	1,566,006.52
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	108,333	129,213.44	119	866,664	787,020.02	91	1,300,000	512,979.98
40	00	GAS	7,083	7,728.01	109	56,664	51,554.59	91	85,000	33,445.41
70	00	SOLID WASTE	24,166	25,483.77	106	193,328	200,846.02	104	290,000	89,153.98
323	**	FRANCHISE FEES	139,582	162,425.22	116	1,116,656	1,039,420.63	93	1,675,000	635,579.37
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	79,865	46,081.02	58	2,818,154	2,955,884.77	105	3,137,611	181,726.23
22	02	F ASSMNT DELINQ TAXES	0	215.63		2,000	5,826.78	291	2,000	3,826.78-

CITY OF COCOA, FLORIDA

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320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
22	03	F ASSMNT PENALTIES	0	1,345.11		2,000	7,136.86	357	2,000	5,136.86-
22	04	F ASSMNT TAX CERTS	0	.00		0	.00		130,000	130,000.00
22	*	FIRE PROTECTION	79,865	47,641.76	60	2,822,154	2,968,848.41	105	3,271,611	302,762.59
325	**	SPECIAL ASSESSMENT	79,865	47,641.76	60	2,822,154	2,968,848.41	105	3,271,611	302,762.59
329		OTHER PERMITS & FEES								
10	01	FIRE INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
10	*	INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
25	00	PLANNING AND ZONING	6,250	18,970.00	304	50,000	72,716.62	145	75,000	2,283.38
35	00	FIRE INSPECTIONS	0	.00		0	.00		15,000	15,000.00
329	**	OTHER PERMITS & FEES	6,250	18,970.00	304	65,000	90,399.62	139	105,000	14,600.38
320	***	OTHER PERMITS & FEES	225,697	229,036.98	102	4,003,810	4,098,668.66	102	5,051,611	952,942.34
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	22	JAG 21-GG-01363	1,280	.00		3,840	4,941.60-	129	8,960	13,901.60
20	23	BULLET PROOF VEST 2021	1,817	5,880.00	324	5,451	6,468.00	119	12,722	6,254.00
20	24	VOCA-2022-COCOA PD-00181	9,325	9,720.10	104	81,610	47,981.57	59	118,921	70,939.43
20	25	JAG 2022-22-GG-02810	1,176	.00		9,408	.00		14,108	14,108.00
20	26	BULLET PROOF VEST 2022	218	.00		1,090	.00		1,960	1,960.00
20	*	PUBLIC SAFETY	13,816	15,600.10	113	101,399	32,890.97	32	156,671	123,780.03
39	12	USDA/FOREST SVC 26866	1,250	.00		10,000	.00		15,000	15,000.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	4,678.93		0	4,678.93-
70	02	AFRICAN AM CIVIL RIGHTS	4,286	.00		12,858	.00		30,000	30,000.00
331	**	FEDERAL GRANTS	19,352	15,600.10	81	124,257	37,569.90	30	201,671	164,101.10
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
10	15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		1	1.00
70	11	HTMOORE RESTORATION	25,083	.00		50,166	.00		150,500	150,500.00
70	*	CULTURAL/RECREATIONAL	25,083	.00		50,166	.00		150,500	150,500.00

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ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
90	15	FLA CORONAVIRUS SFRF	0	.00		0	12,663.87		0	12,663.87-
334	**	STATE GRANT	25,083	.00		50,166	12,663.87	25	150,501	137,837.13
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	45,833	53,644.40	117	366,664	419,037.99	114	550,000	130,962.01
12	20	8TH CNT MUNICIPAL GAS TAX	12,833	13,503.41	105	102,664	105,480.67	103	154,000	48,519.33
12	*	STATE REVENUE SHARING	58,666	67,147.81	115	469,328	524,518.66	112	704,000	179,481.34
14	00	MOBILE HOME LICENSES	2,083	570.99	27	16,664	20,539.61	123	25,000	4,460.39
15	00	ALCOHOLIC BEVERAGE	2,083	15,628.87	750	16,664	17,827.85	107	25,000	7,172.15
18	00	LOCAL GOVERNMENT 1/2 CENT	103,333	135,666.32	131	826,664	849,074.67	103	1,240,000	390,925.33
21	00	FIREFIGHTER SUPPLEMENTAL	0	3,773.29		8,000	7,968.62	100	16,000	8,031.38
29	21	POL PEN STATE CONTR	0	.00		0	.00		188,476	188,476.00
29	22	FIRE PEN STATE CONTR	0	.00		0	.00		124,461	124,461.00
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		312,937	312,937.00
41	00	FUEL TAX REFUNDS	1,666	.00		13,328	8,653.37	65	20,000	11,346.63
335	**	STATE SHARED REVENUES	167,831	222,787.28	133	1,350,648	1,428,582.78	106	2,342,937	914,354.22
337		GRANTS FROM LOCAL UNITS								
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	212,266	238,387.38	112	1,525,071	1,478,816.55	97	2,695,109	1,216,292.45
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
40	00	CERTIFY/COPY/SEARCH	11,108	9,588.02	86	88,864	64,585.77	73	133,300	68,714.23
90	12	PASSPORT EXECUTION FEES	250	525.00	210	2,000	2,975.00	149	3,000	25.00
341	**	GENERAL GOVERNMENT	11,358	10,113.02	89	90,864	67,560.77	74	136,300	68,739.23
342		PUBLIC SAFETY								
10	00	SVC CHG - LAW ENF SERVICE	9,770	23,050.00	236	78,160	142,150.10	182	117,250	24,900.10-
10	02	SCHOOL RES OFFICER	15,625	.00		125,000	146,250.00	117	187,500	41,250.00
10	*	SVC CHG - LAW ENF SERVICE	25,395	23,050.00	91	203,160	288,400.10	142	304,750	16,349.90
20	00	SVC CHG - FIRE PROTECTION	0	1,600.00		0	21,297.50		0	21,297.50-
90	00	OTHER PUBLIC SAFETY	83	.00		664	.00		1,000	1,000.00

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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								
342	PUBLIC SAFETY								
90 01	FALSE ALARM FEES	625	.00		5,000	.00		7,500	7,500.00
90 *	OTHER PUBLIC SAFETY	708	.00		5,664	.00		8,500	8,500.00
342 **	PUBLIC SAFETY	26,103	24,650.00	94	208,824	309,697.60	148	313,250	3,552.40
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	48,870	50,987.85	104	390,960	353,683.60	91	586,440	232,756.40
37 11	ROCKLEDGE	27,150	28,088.60	104	217,200	222,841.33	103	325,800	102,958.67
37 12	SUN LAKE	352	367.90	105	2,816	2,911.50	103	4,235	1,323.50
37 13	CLNY PK-M.I.UTIL CO.	179	195.00	109	1,432	1,536.00	107	2,150	614.00
37 16	COCOA BEACH	10,208	10,683.05	105	81,664	84,787.12	104	122,501	37,713.88
37 17	CAPE CANAVERAL	8,688	8,796.10	101	69,504	69,439.05	100	104,256	34,816.95
37 18	TITUSVILLE	391	397.80	102	3,128	3,193.00	102	4,692	1,499.00
37 *	WATER BILLING SERVICES	95,838	99,516.30	104	766,704	738,391.60	96	1,150,074	411,682.40
39 01	SERVICE CHARGES	40,000	66,558.42	166	320,000	598,288.74	187	480,000	118,288.74-
39 03	ADMIN CHARGES	35,000	50,085.00	143	280,000	343,300.00	123	420,000	76,700.00
39 04	PENALTIES	60,000	47,516.46	79	480,000	472,220.35	98	720,000	247,779.65
39 05	NSF CHECKS	2,500	3,111.62	125	20,000	29,747.87	149	30,000	252.13
39 13	HIGH CONSUMP CHGS	291	580.00	199	2,328	5,780.00	248	3,500	2,280.00-
39 *	WATER OTHER INCOME	137,791	167,851.50	122	1,102,328	1,449,336.96	132	1,653,500	204,163.04
41 10	SOLID WASTE	206,333	228,580.61	111	1,650,664	1,784,481.45	108	2,476,000	691,518.55
41 20	RECYCLING REVENUE	32,416	33,255.31	103	259,328	261,888.04	101	389,000	127,111.96
41 30	GREEN WASTE	36,166	37,743.20	104	289,328	297,536.89	103	434,000	136,463.11
41 *	GARBAGE COLLECTION	274,915	299,579.12	109	2,199,320	2,343,906.38	107	3,299,000	955,093.62
90 01	FDOT MEDIAN MAINT	17,783	.00		53,348	31,265.00	59	71,130	39,865.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		58,740	.00		117,479	117,479.00
90 *	OTHER PHYSICAL ENVIRON	17,783	.00		112,088	31,265.00	28	188,609	157,344.00
343 **	PHYSICAL ENVIRONMENT	526,327	566,946.92	108	4,180,440	4,562,899.94	109	6,291,183	1,728,283.06
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	41	235.00	573	328	959.00	292	500	459.00-
39 10	PORCHER HOUSE - REVENUES	2,333	1,250.00	54	18,664	4,340.00	23	28,000	23,660.00
39 11	TENANT MAINTENANCE FEES	0	99.53		0	895.77		0	895.77-
39 20	COCOA CIVIC CENTER	2,916	1,150.00	39	23,328	5,382.14	23	35,000	29,617.86
39 30	RIVERFRONT PARK	916	274.00	30	7,328	4,993.93	68	11,000	6,006.07
39 *	OTHER CULTURAL SERVICES	6,165	2,773.53	45	49,320	15,611.84	32	74,000	58,388.16

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ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	CURRENT ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
40 05	SPECIAL EVENT PERMITS	2,500	1,600.00	64	20,000	19,700.00	99	30,000	10,300.00
50 10	EVENT FEES	229	497.64	217	1,832	1,492.92	82	2,759	1,266.08
50 30	ADVERTISING/SPONSORSHIPS	416	.00		3,328	500.00	15	5,000	4,500.00
50 50	MISC FURNISHINGS	625	.00		5,000	960.35	19	7,500	6,539.65
50 *	SPECIAL REC FACILITIES	1,270	497.64	39	10,160	2,953.27	29	15,259	12,305.73
347 **	CULTURE/RECREATION	9,976	5,106.17	51	79,808	39,224.11	49	119,759	80,534.89
340 ***	CHARGES FOR SERVICES	573,764	606,816.11	106	4,559,936	4,979,382.42	109	6,860,492	1,881,109.58
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	615.28	49	10,000	10,658.72	107	15,000	4,341.28
351 **	JUDGMENTS AND FINES	1,250	615.28	49	10,000	10,658.72	107	15,000	4,341.28
350 ***	FINES AND FORFEITURES	1,250	615.28	49	10,000	10,658.72	107	15,000	4,341.28
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,144	.00		67,420	156,637.47	232	80,000	76,637.47-
10 02	INVESTMENT INTEREST	6,009	76,650.67	1276	75,963	484,657.51	638	100,000	384,657.51-
10 10	SBA	50	2,367.83	4736	400	15,693.07	3923	600	15,093.07-
10 11	INTEREST/CBOS	91	.00		728	211.05	29	1,100	888.95
10 *	INTEREST	9,294	79,018.50	850	144,511	657,199.10	455	181,700	475,499.10-
30 00	NET INC/DEC FMV INVESTMNT	0	21,542.65		0	166,217.57		0	166,217.57-
40 00	GAIN/(LOSS) SALE INVEST	0	9.90-		0	31,853.46-		0	31,853.46
40 *	GAIN/(LOSS) SALE INVEST	0	9.90-		0	31,853.46-		0	31,853.46
361 **	INTEREST & OTHER EARNINGS	9,294	100,551.25	1082	144,511	791,563.21	548	181,700	609,863.21-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,971	7,333.32	185	116,116	120,426.30	104	132,000	11,573.70
39 10	PORCHER HOUSE-TENANTS	0	1,330.56		0	11,975.04		0	11,975.04-
39 20	CIVIC CENTER-TENANTS	0	660.00		0	5,940.00		0	5,940.00-
39 *	RENTALS AND LEASES	0	1,990.56		0	17,915.04		0	17,915.04-
362 **	RENT AND ROYALTIES	3,971	9,323.88	235	116,116	138,341.34	119	132,000	6,341.34-

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360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	27,794.44		0	27,794.44-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	27,794.44		0	27,794.44-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	589.11		0	589.11-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	589.11		0	589.11-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	3,044	.00		16,543	6,146.00	37	28,728	22,582.00
10 16	FIREHOUSE SUBS - E-BIKES	2,837	17,020.72	600	5,674	17,020.72	300	17,021	.28
10 *	DONATIONS-PRIVATE SOURCES	2,837	17,020.72	600	5,674	17,020.72	300	17,021	.28
366 **	CONTRIBUTIONS & DONATIONS	5,881	17,020.72	289	22,217	23,166.72	104	45,749	22,582.28
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	35,353	3,167.13	9	51,886	278,906.71	538	193,300	85,606.71-
90 03	CODE ENF ABATE/DEMO REV	8,114	3,675.00	45	64,912	54,511.71	84	97,375	42,863.29
90 04	MISC. POLICE REVENUES	1,165	157.33	14	9,320	1,451.45	16	13,988	12,536.55
90 05	INVESTIGATIVE COSTS REIM	4,537	1,644.88	36	36,296	27,236.85	75	54,450	27,213.15
90 09	PROPERTY REGISTRATION	625	100.00	16	5,000	1,500.00	30	7,500	6,000.00
90 12	LEISURE SVCS -CANCEL FEES	0	180.00		0	180.00		0	180.00-
90 *	OTHER MISC REVENUES	49,794	8,924.34	18	167,414	363,786.72	217	366,613	2,826.28
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	25,068.92		0	25,068.92-
369 **	OTHER MISC REVENUES	49,794	8,924.34	18	167,414	388,855.64	232	366,613	22,242.64-
360 ***	MISCELLANEOUS REVENUES	68,940	135,820.19	197	450,258	1,370,310.46	304	726,062	644,248.46-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	0	18,566.67		222,800	148,533.36	67	222,800	74,266.64
91 *	TRANSFER FROM	0	18,566.67		222,800	148,533.36	67	222,800	74,266.64
94 21	TRANS FR 421 OH ALLOC	0	632,527.58		7,590,331	5,060,220.64	67	7,590,331	2,530,110.36
94 23	TRANS FR 423 OH ALLOC	0	24,801.83		297,622	198,414.64	67	297,622	99,207.36

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380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
94	*	INTERFUND TRANSFER	0	657,329.41		7,887,953	5,258,635.28	67	7,887,953	2,629,317.72
381	**	INTERFUND TRANSFER	0	675,896.08		8,110,753	5,407,168.64	67	8,110,753	2,703,584.36
382		CONTRIBUTIONS ENTERPRISE								
40 00		CONTRIBUTIONS (ROI)	587,997	587,997.58	100	4,703,976	4,703,980.64	100	7,055,971	2,351,990.36
40 01		6% PILOFF	143,350	143,350.08	100	1,146,800	1,146,800.64	100	1,720,201	573,400.36
40	*	CONTRIBUTIONS (ROI)	731,347	731,347.66	100	5,850,776	5,850,781.28	100	8,776,172	2,925,390.72
382	**	CONTRIBUTIONS ENTERPRISE	731,347	731,347.66	100	5,850,776	5,850,781.28	100	8,776,172	2,925,390.72
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99 11		RESTR. CASH CARRY FORWARD	300	.00		2,400	.00		3,600	3,600.00
99 50		FUND BAL-APPROP. RESERVES	1,811,950	.00		7,480,360	.00		14,728,155	14,728,155.00
99	*	BALANCE FORWARD	1,812,250	.00		7,482,760	.00		14,731,755	14,731,755.00
389	**	NON OPERATING SOURCES	1,812,250	.00		7,482,760	.00		14,731,755	14,731,755.00
380	***	OTHER SOURCES(NON-REV)	2,543,597	1,407,243.74	55	21,444,289	11,257,949.92	53	31,618,680	20,360,730.08
FUND TOTAL		GENERAL FUND	4,065,748	3,062,597.44	75	42,176,882	33,774,350.21	80	59,111,524	25,337,173.79

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	75337	69384.88	92	602696	517722.49	86	.00	904093	386370.51	57
11 **	EXECUTIVE SALARIES	75337	69384.88	92	602696	517722.49	86	.00	904093	386370.51	57
12-00	REGULAR SALARIES & WAGES	1127003	885580.32	79	9028876	7377464.77	82	.00	13537023	6159558.23	55
12-06	SALARIES/CONTRACTUAL	7024	14540.00	207	56192	89652.50	160	.00	84299	5353.50-	106
12-07	EMS 1ST RESPONDER	0	.00	0	0	141.00	0	.00	0	141.00-	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9643	30576.85	317	76252	116929.64	153	.00	114831	2098.64-	102
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1143670	930697.17	81	9161320	7584187.91	83	.00	13736153	6151965.09	55
13-00	OTHER SALARIES & WAGES	107419	66086.91	62	859352	591234.47	69	.00	1289057	697822.53	46
13 **	OTHER SALARIES & WAGES	107419	66086.91	62	859352	591234.47	69	.00	1289057	697822.53	46
14-00	OVERTIME	47531	66810.55	141	366478	577008.08	157	.00	556691	20317.08-	104
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	47531	66810.55	141	366478	577008.08	157	.00	556691	20317.08-	104
15-00	SPECIAL PAY	26510	33231.57	125	212080	271146.50	128	.00	318144	46997.50	85
15 **	SPECIAL PAY	26510	33231.57	125	212080	271146.50	128	.00	318144	46997.50	85
20-00	CLOTHING/SHOE ALLOWANCE	1956	.00	0	15648	11033.75	71	.00	23485	12451.25	47
20 **	CLOTHING/SHOE ALLOWANCE	1956	.00	0	15648	11033.75	71	.00	23485	12451.25	47
21-00	FICA TAXES	106039	87611.16	83	840596	715863.74	85	.00	1264884	549020.26	57
21 **	FICA TAXES	106039	87611.16	83	840596	715863.74	85	.00	1264884	549020.26	57
22-00	RETIREMENT CONTRIBUTIONS	94757	82773.02	87	750718	663305.31	88	.00	1129859	466553.69	59
22-01	LICENSED POLICE/FIRE	199699	140372.36	70	1576148	1212854.76	77	.00	2374963	1162108.24	51
22-02	STATE CONTRIBUTIONS	21799	.00	0	225712	.00	0	.00	312937	312937.00	0
22-03	NON-FRS RETIREMENT PLAN	2790	2615.02	94	22002	21187.86	96	.00	33169	11981.14	64
22 **	RETIREMENT CONTRIBUTIONS	319045	225760.40	71	2574580	1897347.93	74	.00	3850928	1953580.07	49

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
23-00	INSURANCES	6544	4050.29	62	52058	30810.91	59	.00	78334	47523.09	39
23-02	MEDICARE PART B	35140	43809.86	125	281120	256675.35	91	2968.20	421680	162036.45	62
23-04	MEDICAL	304042	242478.01	80	2432336	1821854.76	75	.00	3648653	1826798.24	50
23-05	HEALTH GF RETIREES 50%	4471	4471.60	100	35768	33537.00	94	.00	53660	20123.00	63
23-06	HEALTH GF RETIREES 100%	23252	21458.34	92	186016	167195.12	90	.00	279032	111836.88	60
23-07	DENTAL INSURANCE	15279	11675.04	76	122232	89697.91	73	.00	183490	93792.09	49
23-08	VISION INSURANCE	2809	2208.50	79	22472	16907.61	75	.00	33823	16915.39	50
23-09	LONG TERM DISABILITY	4170	3856.53	93	33360	29331.74	88	.00	50147	20815.26	59
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395707	334008.17	84	3165362	2446010.40	77	2968.20	4748819	2299840.40	52
24-00	WORKER'S COMPENSATION	67989	28605.64	42	539826	248045.62	46	.00	811921	563875.38	31
24 **	WORKER'S COMPENSATION	67989	28605.64	42	539826	248045.62	46	.00	811921	563875.38	31
25-00	UNEMPLOYMENT COMPENSATION	833	250.64	30	6664	4511.52	68	.00	10000	5488.48	45
25 **	UNEMPLOYMENT COMPENSATION	833	250.64	30	6664	4511.52	68	.00	10000	5488.48	45
27-00	BENEFIT OFFSET	20016	17954.04	90	160128	128770.94	80	.00	240203	111432.06	54
27 **	BENEFIT OFFSET	20016	17954.04	90	160128	128770.94	80	.00	240203	111432.06	54
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	40109	40881.33	102	453132	245127.37	54	280718.86	613577	87730.77	86
31-01	LEGAL EXPENSES	11599	41085.35	354	480327	270793.04	56	230338.96	526727	25595.00	95
31-02	MEDICAL SERVICES	0	826.10	0	47850	26723.70	56	16326.30	47850	4800.00	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	.00	0	13905	13905.00	100	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	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
31-11	USDA MANAGE FOREST GRANT	1875-	.00	0	7500-	.00	0	.00	15000	15000.00	0
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	4286	.00	0	12858	.00	0	30000.00	30000	.00	100
31-16	HISTORICAL PRESERVATN	2014	.00	0	4028	.00	0	12081.00	12081	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	34793.22	0	364656	212235.06	58	152420.94	364656	.00	100
31 **	PROFESSIONAL SERVICES	56133	117586.00	210	1369256	768784.17	56	721886.06	1623796	133125.77	92
32-00	ACCOUNTING & AUDITING	0	3000.00	0	74000	66000.00	89	2000.00	74000	6000.00	92
32 **	ACCOUNTING & AUDITING	0	3000.00	0	74000	66000.00	89	2000.00	74000	6000.00	92
34-00	CONTRACT SERVICES	89945	83919.15	93	926310	755781.28	82	393435.03	1312044	162827.69	88
34-03	CUSTOMER SERVICE CONTRACT	263727	264086.62	100	1846089	1882593.13	102	.00	2901000	1018406.87	65
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	2240	37510.65	1675	441032	246729.20	56	178623.30	450000	24647.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	14108	.00	0	13800.00	14108	308.00	98
34 **	CONTRACT SERVICES	355912	385516.42	108	3227539	2885103.61	89	585858.33	4677152	1206190.06	74
39-00	CONTINGENCY	768910	.00	0	1749631	.00	0	.00	4825285	4825285.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	26682	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	773357	.00	0	1776313	.00	0	.00	4825285	4825285.00	0
40-00	TRAVEL & PER DIEM	7003	2150.77	31	58375	24467.68	42	70.00	92563	68025.32	27
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	712	.00	0	2136	1930.00	90	.00	4984	3054.00	39
40 **	TRAVEL & PER DIEM	7715	2150.77	28	60511	26397.68	44	70.00	97547	71079.32	27

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
41-00	COMMUNICATION	2626	17699.78	674	191039	112856.35	59	84354.68	201559	4347.97	98
41-35	VOCA-2022-COCOA PD-00181	154-	.00	0	618	.04-	0	.00	0	.04	0
41 **	COMMUNICATION	2472	17699.78	716	191657	112856.31	59	84354.68	201559	4348.01	98
42-00	POSTAGE & FREIGHT	39765	34731.16	87	322933	282841.39	88	178762.56	482097	20493.05	96
42 **	POSTAGE & FREIGHT	39765	34731.16	87	322933	282841.39	88	178762.56	482097	20493.05	96
43-00	ELECTRIC/WATER/SEWER	8204	100504.97	1225	775281	418031.18	54	355845.82	808120	34243.00	96
43 **	ELECTRIC/WATER/SEWER	8204	100504.97	1225	775281	418031.18	54	355845.82	808120	34243.00	96
44-00	RENTALS AND LEASES	4768	4308.00	90	85973	49718.03	58	54964.82	105785	1102.15	99
44 **	RENTALS AND LEASES	4768	4308.00	90	85973	49718.03	58	54964.82	105785	1102.15	99
45-00	INSURANCE	156928	.00	0	487978	490073.76	100	.00	644660	154586.24	76
45 **	INSURANCE	156928	.00	0	487978	490073.76	100	.00	644660	154586.24	76
46-00	REPAIRS & MAINTENANCE	124654	37918.21	30	916617	439133.02	48	284007.30	1415292	692151.68	51
46-02	REPAIR/MAINTENANCE-BLDG	30971	44633.89	144	237389	160249.55	68	63198.41	361287	137839.04	62
46-03	REPAIR/MAINT-VEHICLES	42862	3834.99	9	289730	189822.17	66	18709.56	461256	252724.27	45
46-05	HYDRANT FEES	20817	20615.36	99	166536	164922.88	99	.00	249805	84882.12	66
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	219304	107002.45	49	1610272	954127.62	59	365915.27	2487640	1167597.11	53
47-00	PRINTING & BINDING	12055	11838.51	98	135078	100490.70	74	66985.32	188002	20525.98	89
47 **	PRINTING & BINDING	12055	11838.51	98	135078	100490.70	74	66985.32	188002	20525.98	89
48-00	PROMOTIONAL ACTIVITIES	5508	4669.26	85	48454	27288.48	56	.00	67703	40414.52	40
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5508	4669.26	85	48454	27288.48	56	.00	67703	40414.52	40
49-00	OTHER CHARGES & OBLIG.	21293	2661.60	13	184942	242449.57	131	143884.35	270162	116171.92-	143
49-02	ADVERTISING	25	15.95	64	200	115.94	58	.00	300	184.06	39
49-05	BROWNFIELDS REDEV PROG	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
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3328	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	14634.41-	0	0	49315.51-	0	.00	0	49315.51	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	13328	10000.00	75	.00	20000	10000.00	50
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	23400	11956.86-	51-	201798	203250.00	101	143884.35	295462	51672.35-	118
51-00	OFFICE SUPPLIES	3848	1955.78	51	31161	14468.55	46	.00	46677	32208.45	31
51 **	OFFICE SUPPLIES	3848	1955.78	51	31161	14468.55	46	.00	46677	32208.45	31
52-00	OPERATING SUPPLIES	36248	39507.15	109	714054	611786.42	86	87649.42	889158	189722.16	79
52-02	UNIFORMS	3779	6339.11	168	45004	27143.76	60	20033.49	60137	12959.75	78
52-05	EMS 1st RESP-CONSUM SUPP	1646	3518.51	214	47881	26177.37	55	11155.13	54465	17132.50	69
52-07	JANITORIAL SUPPLIES	4411	2857.98	65	33888	22623.96	67	.00	51555	28931.04	44
52-10	HEATING FUEL	0	261.10	0	4443	2390.43	54	2052.57	4443	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	512	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	1229.00	0	25444	22378.60	88	3065.40	25444	.00	100
52-26	BULLET PROOF VEST 2022	436	.00	0	2180	.00	0	3920.00	3920	.00	100
52-30	FUEL OIL & LUBRICANTS	44194	23968.89	54	374654	166937.79	45	.00	551518	384580.21	30
52-33	EMPLOYEE HEALTH CENTER	0	13123.15	0	176400	80904.08	46	95495.92	176400	.00	100
52-35	VOCA-2022-COCOA PD-00181	65-	.00	0	260	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	2837	.00	0	5674	.00	0	17020.72	17021	.28	100
52 **	OPERATING SUPPLIES	93357	90804.89	97	1430394	960342.41	67	240392.65	1834061	633325.94	66

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	3181	5416.61	170	25448	41415.68	163	3845.54	38175	7086.22-	119
53 **	ROAD MATERIALS/SUPPLIES	3181	5416.61	170	25448	41415.68	163	3845.54	38175	7086.22-	119
54-00	MEMBERSHIP/PUBLICATIONS	1777	3335.78	188	51946	28357.39	55	.00	59345	30987.61	48
54 **	MEMBERSHIP/PUBLICATIONS	1777	3335.78	188	51946	28357.39	55	.00	59345	30987.61	48
55-00	TRAINING	9241	2260.00	25	105961	64342.73	61	1437.50	149546	83765.77	44
55-01	EDA PROGRAM	2583	1264.08	49	20664	3552.00	17	18328.00	31000	9120.00	71
55-22	JAG 21-GG-01363	568	675.00	119	1704	5988.00	351	.00	3976	2012.00-	151
55-35	VOCA-2022-COCOA PD-00181	84-	.00	0	328	.00	0	.00	0	.00	0
55 **	TRAINING	12308	4199.08	34	128657	73882.73	57	19765.50	184522	90873.77	51
56-15	IT-RELATED OPERATING EXP	35677	33837.31	95	638820	528784.28	83	66073.00	3794853	3199995.72	16
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	1	1.00	0
56 **	TECHNOLOGY SYSTEMS	35677	33837.31	95	638820	528784.28	83	66073.00	3794854	3199996.72	16
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
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	48276	.00	0	48276	.00	0	.00	241379	241379.00	0
61 **	LAND	48276	.00	0	48276	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	58476	.00	0	607234	.00	0	67083.00	841137	774054.00	8
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	58476	.00	0	607234	.00	0	67083.00	841137	774054.00	8

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
63-00	INFRASTRUCTURE	198540	.00	0	1293649	308796.03	24	87372.32	2087812	1691643.65	19
63-07	IMPROVE OTHER THAN BLDG	7727	.00	0	54089	.00	0	.00	85000	85000.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	206267	.00	0	1347738	308796.03	23	87372.32	2172812	1776643.65	18
64-00	MACHINERY AND EQUIPMENT	223489	71454.82	32	1647486	668929.64	41	1244727.50	2660237	746579.86	72
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	6551-	.00	0	67722	41517.68	61	.00	41518	.32	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	216938	71454.82	33	1715208	710447.32	41	1244727.50	2701755	746580.18	72
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
81 **	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
82-01	ECON DEV INCENTIVE CONTR	4000	.00	0	4000	20000.00	500	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	4000	.00	0	4000	20000.00	500	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	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
83-01	MISC GRANTS/DONATIONS	4166	.00	0	33328	.00	0	.00	50000	50000.00	0
83-11	UPSTART COCOA PROGRAM	500	.00	0	10500	7500.00	71	.00	12500	5000.00	60
83 **	OTHER GRANTS & AIDS	4666	.00	0	43828	7500.00	17	.00	62500	55000.00	12
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	10444	120067.92	1150	1494321	961825.86	64	.00	1536101	574275.14	63
91-21	TO 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 RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	10444	120067.92	1150	1494321	961825.86	64	.00	1536101	574275.14	63
FUND 001	TOTAL *********										
	GENERAL FUND	4676788	2968523.78	64	37683824	26278686.53	70	4292754.92	59111524	28540082.55	52
GRAND	TOTAL *********										
		4676788	2968523.78	64	37683824	26278686.53	70	4292754.92	59111524	28540082.55	52

FY 2023 Budget by Classification Report - Summary Listing

5/31/2023

Target for May 2023 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 49,226,649	$ 22,994,981	68%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 372,002	$ -	$ 1,291,039	$ (919,037)	347%
OTHER SOURCES (*NON-REVENUE)	$ 22,390,413	$ -	$ -	$ 22,390,413	0%
REVENUE TOTALS	**$ 94,984,045**	**$ -**	**$ 50,517,687**	**$ 44,466,358**	**53%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,253,909	$ -	$ 10,221,791	$ 9,032,118	53%
OPERATING EXPENDITURES	$ 25,808,018	$ 5,830,160	$ 11,398,284	$ 8,579,575	67%
CAPITAL OUTLAY	$ 7,207,826	$ 899,032	$ 255,560	$ 6,053,235	16%
GRANTS, AIDS AND OTHER	$ 42,714,292	$ -	$ 31,241,235	$ 11,473,057	73%
EXPENSE TOTALS	**$ 94,984,045**	**$ 6,729,192**	**$ 53,116,870**	**$ 35,137,985**	63%
REVENUE TOTALS	**$ 94,984,045**	**$ -**	**$ 50,517,687**	**$ 44,466,358**	**53%**
EXPENSE TOTALS	**$ 94,984,045**	**$ 6,729,192**	**$ 53,116,870**	**$ 35,137,985**	**63%**
**	**$ -**	**$ (6,729,192)**	**$ (2,599,183)**	**$ 9,328,373**	

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	5,052,604	5,063,233.95	100	40,420,832	40,921,167.96	101	60,631,253	19,710,085.04
33	00	WATER CONNECTION FEE	47,267	75,785.52	160	378,136	497,599.47	132	567,211	69,611.53
36	00	WATER HYDRANT FEES	327,416	338,016.40	103	2,619,328	2,678,733.41	102	3,928,996	1,250,262.59
39	06	HYDRANT RESID FLOW TEST	141	420.00	298	1,128	7,560.00	670	1,696	5,864.00-
39	07	BACKFLOW DEVICE TEST	12,808	19,258.99	150	102,464	150,349.03	147	153,700	3,350.97
39	08	JUMPER METERS	0	20.00		742	1,780.00	240	742	1,038.00-
39	09	PLAN REVIEW/CONST INSPECT	0	4,620.00		12,720	35,400.00	278	12,720	22,680.00-
39	10	BACKFLOW PRV/RLCT TEMP	0	5.42		530	1,303.36	246	530	773.36-
39	*	WATER OTHER INCOME	12,949	24,324.41	188	117,584	196,392.39	167	169,388	27,004.39-
51	00	SEWER SALES	541,569	562,336.88	104	4,332,552	4,651,286.34	107	6,498,835	1,847,548.66
51	*	SEWER SALES	541,569	562,336.88	104	4,332,552	4,651,286.34	107	6,498,835	1,847,548.66
59	01	GREASE TRAP PERMITS	547	969.03	177	4,376	6,332.86	145	6,572	239.14
60	00	REUSE WATER SALES	34,329	33,915.89	99	274,632	268,001.92	98	411,955	143,953.08
60	01	REUSE WATER INSTALLATION	618	681.40	110	4,944	7,134.40	144	7,420	285.60
60	*	REUSE WATER SALES	34,947	34,597.29	99	279,576	275,136.32	98	419,375	144,238.68
343	**	PHYSICAL ENVIRONMENT	6,017,299	6,099,263.48	101	48,152,384	49,226,648.75	102	72,221,630	22,994,981.25

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
340	***	CHARGES FOR SERVICES	6,017,299	6,099,263.48	101	48,152,384	49,226,648.75	102	72,221,630	22,994,981.25
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	.00		0	30,440.10		0	30,440.10-
10	02	INVESTMENT INTEREST	20,320	34,427.12	169	162,560	460,320.77	283	243,849	216,471.77-
10	*	INTEREST	20,320	34,427.12	169	162,560	490,760.87	302	243,849	246,911.87-
30	00	NET INC/DEC FMV INVESTMNT	0	108,932.85		0	838,337.76		0	838,337.76-
40	00	GAIN/(LOSS) SALE INVEST	0	82.87-		0	153,485.39-		0	153,485.39
40	*	GAIN/(LOSS) SALE INVEST	0	82.87-		0	153,485.39-		0	153,485.39
361	**	INTEREST & OTHER EARNINGS	20,320	143,277.10	705	162,560	1,175,613.24	723	243,849	931,764.24-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
362	**	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)SALE OF F/A	833	.00		6,664	8,286.67	124	10,000	1,713.33
364	**	DISPOSITION FIXED ASSETS	833	.00		6,664	8,286.67	124	10,000	1,713.33
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	10,462.88	494	3,180	7,282.88-
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	10,462.88	494	3,180	7,282.88-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,308	749.16	17	34,464	32,990.82	96	51,705	18,714.18
90	*	OTHER MISC REVENUES	4,308	749.16	17	34,464	32,990.82	96	51,705	18,714.18
96	00	INSURANCE REFUND/PROCEEDS	10,315	.00		20,630	62,385.00	302	61,890	495.00-
369	**	OTHER MISC REVENUES	14,623	749.16	5	55,094	95,375.82	173	113,595	18,219.18
360	***	MISCELLANEOUS REVENUES	36,041	144,026.26	400	227,816	1,291,038.61	567	372,002	919,036.61-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	1,923,562	.00		14,696,151	.00		22,390,413	22,390,413.00
99	*	BALANCE FORWARD	1,923,562	.00		14,696,151	.00		22,390,413	22,390,413.00
389	**	NON OPERATING SOURCES	1,923,562	.00		14,696,151	.00		22,390,413	22,390,413.00
380	***	OTHER SOURCES(NON-REV)	1,923,562	.00		14,696,151	.00		22,390,413	22,390,413.00
FUND TOTAL		WATER/SEWER FUND	7,976,902	6,243,289.74	78	63,076,351	50,517,687.36	80	94,984,045	44,466,357.64

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13880	12777.60	92	111040	102220.80	92	.00	166565	64344.20	61
11 **	EXECUTIVE SALARIES	13880	12777.60	92	111040	102220.80	92	.00	166565	64344.20	61
12-00	REGULAR SALARIES & WAGES	947285	708345.37	75	7536118	5825069.85	77	.00	11325317	5500247.15	51
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	5569.75	0	0	61193.37	0	.00	0	61193.37-	0
12 **	REGULAR SALARIES & WAGES	947285	713915.12	75	7536118	5886263.22	78	.00	11325317	5439053.78	52
13-00	OTHER SALARIES & WAGES	47573	39285.37	83	380584	335409.41	88	.00	570891	235481.59	59
13 **	OTHER SALARIES & WAGES	47573	39285.37	83	380584	335409.41	88	.00	570891	235481.59	59
14-00	OVERTIME	56412	48658.82	86	451296	514042.69	114	.00	676990	162947.31	76
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	56412	48658.82	86	451296	514042.69	114	.00	676990	162947.31	76
15-00	SPECIAL PAY	175	175.00	100	1400	1400.00	100	.00	2100	700.00	67
15 **	SPECIAL PAY	175	175.00	100	1400	1400.00	100	.00	2100	700.00	67
20-00	CLOTHING/SHOE ALLOWANCE	1941	.00	0	15528	19475.00	125	.00	23300	3825.00	84
20 **	CLOTHING/SHOE ALLOWANCE	1941	.00	0	15528	19475.00	125	.00	23300	3825.00	84
21-00	FICA TAXES	80492	61334.62	76	640396	515479.08	81	.00	962405	446925.92	54
21 **	FICA TAXES	80492	61334.62	76	640396	515479.08	81	.00	962405	446925.92	54
22-00	RETIREMENT CONTRIBUTIONS	129030	103940.33	81	1026690	934827.79	91	.00	1542849	608021.21	61
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	436	391.68	90	3488	3136.01	90	.00	5237	2100.99	60
22 **	RETIREMENT CONTRIBUTIONS	129466	104332.01	81	1030178	937963.80	91	.00	1548086	610122.20	61
23-00	INSURANCES	4065	2768.36	68	32430	21378.84	66	.00	48723	27344.16	44
23-02	RETIREES OTHER INSURANCES	12884	14850.80	115	103072	85402.01	83	.00	154616	69213.99	55
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	235210	186008.46	79	1881680	1431999.19	76	.00	2822567	1390567.81	51

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	1206	894.32	74	9648	7154.56	74	.00	14478	7323.44	49
23-06	HEALTH RETIREES 100%	3577	2682.96	75	28616	23252.32	81	.00	42928	19675.68	54
23-07	DENTAL INSURANCE	11017	8090.18	73	88136	62812.16	71	.00	132239	69426.84	48
23-08	VISION INSURANCE	2060	1559.66	76	16480	12106.29	74	.00	24749	12642.71	49
23-09	LONG TERM DISABILITY	3093	2832.32	92	24744	21980.10	89	.00	37176	15195.90	59
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	273112	219687.06	80	2184806	1666085.47	76	.00	3277476	1611390.53	51
24-00	WORKER'S COMPENSATION	43609	17541.56	40	347702	155437.31	45	.00	522179	366741.69	30
24 **	WORKER'S COMPENSATION	43609	17541.56	40	347702	155437.31	45	.00	522179	366741.69	30
25-00	UNEMPLOYMENT COMPENSATION	833	1375.00	165	6664	6645.03	100	.00	10000	3354.97	67
25 **	UNEMPLOYMENT COMPENSATION	833	1375.00	165	6664	6645.03	100	.00	10000	3354.97	67
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14050	11200.00	80	112400	81369.00	72	.00	168600	87231.00	48
27 **	BENEFIT OFFSET	14050	11200.00	80	112400	81369.00	72	.00	168600	87231.00	48
31-00	PROFESSIONAL SERVICES	34156	4105.60	12	286179	51376.98	18	99080.75	422806	272348.27	36
31-01	LEGAL EXPENSES	35416	18085.20	51	283328	57931.01	20	97722.84	425000	269346.15	37
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	2190	40685.81	1858	1524968	667723.96	44	753551.65	1535108	113832.39	93
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	71762	62876.61	88	2094475	777031.95	37	950355.24	2382914	655526.81	73
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	144860	53117.08	37	1316243	321422.51	24	344991.45	1895700	1229286.04	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	144860	53117.08	37	1316243	321422.51	24	344991.45	1895700	1229286.04	35
39-00	CONTINGENCY	43035	.00	0	344280	.00	0	.00	516433	516433.00	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	43035	.00	0	344280	.00	0	.00	516433	516433.00	0
40-00	TRAVEL AND PER DIEM	1164	.00	0	10742	1907.27	18	.00	15438	13530.73	12
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1164	.00	0	10742	1907.27	18	.00	15438	13530.73	12
41-00	COMMUNICATION	11218	13929.14	124	218031	108878.35	50	89448.67	262907	64579.98	75
41 **	COMMUNICATION	11218	13929.14	124	218031	108878.35	50	89448.67	262907	64579.98	75
42-00	FREIGHT & POSTAGE SERVICE	1080	83.73	8	7764	1889.19	24	.00	12115	10225.81	16
42 **	FREIGHT & POSTAGE SERVICE	1080	83.73	8	7764	1889.19	24	.00	12115	10225.81	16
43-00	ELECTRIC/WATER/SEWER	3845	203440.46	5291	1880835	1246383.40	66	567842.78	1896244	82017.82	96
43 **	ELECTRIC/WATER/SEWER	3845	203440.46	5291	1880835	1246383.40	66	567842.78	1896244	82017.82	96
44-00	RENTAL AND LEASES	10928	26610.57	244	67867	49260.28	73	10694.06	111601	51646.66	54
44-21	DUKE ENERGY-GENERATOR	0	36140.00	0	433680	252980.00	58	180700.00	433680	.00	100
44 **	RENTAL AND LEASES	10928	62750.57	574	501547	302240.28	60	191394.06	545281	51646.66	91
45-00	INSURANCE	0	.00	0	705688	533741.45	76	.00	705688	171946.55	76
45 **	INSURANCE	0	.00	0	705688	533741.45	76	.00	705688	171946.55	76
46-00	REPAIRS & MAINTENANCE	488385	461900.65	95	4812627	3831528.02	80	1293274.46	6766183	1641380.52	76
46-02	REPAIR/MAINT BUILDING	6627	10910.21	165	119222	63510.80	53	21806.23	145744	60426.97	59
46-03	REPAIR/MAINT-VEHICLES	25203	4920.63	20	194455	122867.82	63	213.56	295302	172220.62	42

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	520215	477731.49	92	5126304	4017906.64	78	1315294.25	7207229	1874028.11	74
47-00	PRINTING & BINDING	615	.00	0	4920	4814.00	98	99.00	7420	2507.00	66
47 **	PRINTING & BINDING	615	.00	0	4920	4814.00	98	99.00	7420	2507.00	66
48-00	PROMOTIONAL ACTIVITIES	1666	675.00	41	13328	5339.26	40	.00	20000	14660.74	27
48 **	PROMOTIONAL ACTIVITIES	1666	675.00	41	13328	5339.26	40	.00	20000	14660.74	27
49-00	OTHER CHARGES & OBLIG.	7145	7512.45	105	59160	151116.47	255	12900.00	87768	76248.47-	187
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	9607.81-	0	0	54519.93-	0	.00	0	54519.93	0
49-08	CASH OVER & UNDER	0	.50	0	0	44.04-	0	.00	0	44.04	0
49-09	DOCUMENT RECORDING CHGS	861	443.20-	52-	2677	4464.70-	167-	2554.70	6120	8030.00	31-
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
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	8006	2538.06-	32-	61837	92087.80	149	15454.70	93888	13654.50-	115
51-00	OFFICE SUPPLIES	1923	1819.15	95	15384	8052.93	52	.00	23114	15061.07	35
51 **	OFFICE SUPPLIES	1923	1819.15	95	15384	8052.93	52	.00	23114	15061.07	35
52-00	OPERATING SUPPLIES	42479	59566.77	140	622629	515100.98	83	119963.38	792563	157498.64	80
52-07	JANITORIAL SUPPLIES	769	1215.59	158	6152	6958.21	113	.00	9240	2281.79	75
52-09	CHEMICALS	17199	320031.67	1861	5051063	2859068.89	57	2224641.71	5119868	36157.40	99
52-30	FUEL OIL & LUBRICANTS	59103	28166.22	48	472824	240962.88	51	1321.65	709275	466990.47	34
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	119550	408980.25	342	6152668	3622090.96	59	2345926.74	6630946	662928.30	90
53-00	ROAD MATERIALS/SUPPLIES	848	.00	0	38353	27423.01	72	2576.99	41768	11768.00	72
53 **	ROAD MATERIALS/SUPPLIES	848	.00	0	38353	27423.01	72	2576.99	41768	11768.00	72

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	352	419.00	119	40324	35409.18	88	.00	41754	6344.82	85
54 **	MEMBERSHIP/PUBLICATIONS	352	419.00	119	40324	35409.18	88	.00	41754	6344.82	85
55-00	TRAINING	4466	4716.00	106	49646	16532.64	33	6468.75	67522	44520.61	34
55-01	EDA PROGRAM	416	459.88	111	3328	2479.68	75	.00	5000	2520.32	50
55 **	TRAINING	4882	5175.88	106	52974	19012.32	36	6468.75	72522	47040.93	35
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	290160	22626.79	8	2275994	272653.03	12	306.89	3436657	3163697.08	8
56 **	TECHNOLOGY SYSTEMS	290160	22626.79	8	2275994	272653.03	12	306.89	3436657	3163697.08	8
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	2624	.00	0	27992	.00	0	.00	38490	38490.00	0
62 **	BUILDINGS	2624	.00	0	27992	.00	0	.00	38490	38490.00	0
63-00	INFRASTRUCTURE	129480	759.00	1	4037666	177443.93	4	602508.40	4555581	3775628.67	17
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	129480	759.00	1	4037666	177443.93	4	602508.40	4555581	3775628.67	17
64-00	MACHINERY & EQUIPMENT	164128	.00	0	1467019	563950.23	38	167508.31	2123549	1392090.46	34
64-15	IT HARDWARE	42769	.00	0	341629	149762.05	44	129015.00	490206	211428.95	57
64 **	MACHINERY & EQUIPMENT	206897	.00	0	1808648	713712.28	40	296523.31	2613755	1603519.41	39
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69-99	CONTRA FIXED ASSETS	0	635596.55-	0	0	635596.55-	0	.00	0	635596.55	0
69 **	PROPRIETARY FUNDS	0	635596.55-	0	0	635596.55-	0	.00	0	635596.55	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
73 **	OTHER DEBT SERVICE COST	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	587997	587997.58	100	4703976	4703980.64	100	.00	7055971	2351990.36	67
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	581386	.00	0	16883239	15576000.00	92	.00	19208783	3632783.00	81
91-25	TO RESTRCTD ASSET (425)	643	594749.49	2496	7132130	4751883.06	67	.00	7134706	2382822.94	67
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1170026	1182747.07	101	28719345	25031863.70	87	.00	33399460	8367596.30	75
94-01	TXFR TO GF OH ALLOC (001)	0	632527.58	0	7590331	5060220.64	67	.00	7590331	2530110.36	67

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
94 **	INTERFUND TRANSFER	0	632527.58	0	7590331	5060220.64	67	.00	7590331	2530110.36	67
95-01	TXFR TO GF 6% PLOFF (001)	0	143350.08	0	1720201	1146800.64	67	.00	1720201	573400.36	67
95 **	NONOPERATING	0	143350.08	0	1720201	1146800.64	67	.00	1720201	573400.36	67
FUND 421	TOTAL *********										
	WATER/SEWER FUND	4354064	3865156.43	89	77587886	53116868.98	69	6729191.23	94984045	35137984.79	63
GRAND	TOTAL *********										
		4354064	3865156.43	89	77587886	53116868.98	69	6729191.23	94984045	35137984.79	63

FY 2023 Budget by Classification Report - Summary Listing

5/31/2023

Target for May 2023 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,187,717	$ -	$ 1,971,075	$ 216,642	90%
CHARGES FOR SERVICES	$ -	$ -	$ (508)	$ 508	100%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 5,137	$ -	$ 51,445	$ (46,308)	100%
OTHER SOURCES (NON-REVENUE)	$ 428,824	$ -	$ -	$ 428,824	0%
REVENUE TOTALS	**$ 2,621,678**	**$ -**	**$ 2,022,012**	**$ 599,666**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 342,398	$ 330,968	51%
OPERATING EXPENDITURES	$ 920,855	$ 113,055	$ 229,414	$ 578,386	37%
CAPITAL OUTLAY	$ 729,835	$ 160,864	$ 233,598	$ 335,373	54%
OTHER SOURCES (NON-REVENUE)	$ 297,622	$ -	$ 198,415	$ 99,207	67%
EXPENSE TOTALS	**$ 2,621,678**	**$ 273,919**	**$ 1,003,825**	**$ 1,343,934**	**49%**
REVENUE TOTALS	**$ 2,621,678**	**$ -**	**$ 2,022,012**	**$ 599,666**	**77%**
EXPENSE TOTALS	**$ 2,621,678**	**$ 273,919**	**$ 1,003,825**	**$ 1,343,934**	**49%**
	$ -	**$ (273,919)**	**$ 1,018,187**	**$ (744,268)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	51,086	32,258.00	63	1,878,136	1,971,726.56	105	2,082,485	110,758.44
23 02	DELINQUENT TAX	0	60.88-		0	1,165.48-		0	1,165.48
23 03	PENALTIES	0	608.73		0	513.69		0	513.69-
23 04	TAX CERTIFICATES	11,692	.00		58,460	.00		105,232	105,232.00
23 *	STORMWATER	62,778	32,805.85	52	1,936,596	1,971,074.77	102	2,187,717	216,642.23
325 **	SPECIAL ASSESSMENT	62,778	32,805.85	52	1,936,596	1,971,074.77	102	2,187,717	216,642.23
320 ***	OTHER PERMITS & FEES	62,778	32,805.85	52	1,936,596	1,971,074.77	102	2,187,717	216,642.23
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	507.69-		0	507.69
91 *	STORMWATER FEES	0	.00		0	507.69-		0	507.69
343 **	PHYSICAL ENVIRONMENT	0	.00		0	507.69-		0	507.69
340 ***	CHARGES FOR SERVICES	0	.00		0	507.69-		0	507.69
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		4,737	22,189.65	468	4,737	17,452.65-
10 02	INVESTMENT INTEREST	0	2.70		0	1,100.52		0	1,100.52-
10 10	SBA	0	18.63		0	123.51		0	123.51-
10 *	INTEREST	0	21.33		4,737	23,413.68	494	4,737	18,676.68-
30 00	NET INC/DEC FMV INVESTMNT	0	747.25		0	5,765.59		0	5,765.59-
40 00	GAIN/(LOSS) SALE INVEST	0	.34-		0	1,104.89-		0	1,104.89

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
40	*	GAIN/(LOSS) SALE INVEST	0	.34-		0	1,104.89-		0	1,104.89
361	**	INTEREST & OTHER EARNINGS	0	768.24		4,737	28,074.38	593	4,737	23,337.38-
364		DISPOSITION FIXED ASSETS								
00 00		DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	33	.00		264	2,983.52	1130	400	2,583.52-
369	**	OTHER MISC REVENUES	33	.00		264	2,983.52	1130	400	2,583.52-
360	***	MISCELLANEOUS REVENUES	33	768.24	2328	5,001	51,445.40	1029	5,137	46,308.40-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99 50		FUND BAL-APPROP. RESERVES	36,717	.00		281,947	.00		428,824	428,824.00
99	*	BALANCE FORWARD	36,717	.00		281,947	.00		428,824	428,824.00
389	**	NON OPERATING SOURCES	36,717	.00		281,947	.00		428,824	428,824.00
380	***	OTHER SOURCES(NON-REV)	36,717	.00		281,947	.00		428,824	428,824.00
FUND TOTAL		STORMWATER UTILITY	99,528	33,574.09	34	2,223,544	2,022,012.48	91	2,621,678	599,665.52

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	34152	28067.95	82	273216	224249.95	82	.00	409835	185585.05	55
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	34152	28067.95	82	273216	224249.95	82	.00	409835	185585.05	55
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	573	328.16	57	4584	4265.81	93	.00	6887	2621.19	62
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	573	328.16	57	4584	4265.81	93	.00	6887	2621.19	62
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	70	.00	0	560	480.00	86	.00	840	360.00	57
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	560	480.00	86	.00	840	360.00	57
21-00	FICA TAXES	2630	2168.58	83	21040	17348.57	83	.00	31561	14212.43	55
21 **	FICA TAXES	2630	2168.58	83	21040	17348.57	83	.00	31561	14212.43	55
22-00	RETIREMENT CONTRIBUTIONS	3792	3381.97	89	30336	27198.57	90	.00	45510	18311.43	60
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3792	3381.97	89	30336	27198.57	90	.00	45510	18311.43	60
23-00	INSURANCES	119	108.14	91	952	801.53	84	.00	1437	635.47	56
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9216	5814.36	63	73728	45902.72	62	.00	110599	64696.28	42
23-07	DENTAL INSURANCE	353	231.72	66	2824	1789.58	63	.00	4241	2451.42	42
23-08	VISION INSURANCE	70	48.30	69	560	358.71	64	.00	840	481.29	43
23-09	LONG TERM DISABILITY	121	109.36	90	968	810.63	84	.00	1462	651.37	55
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

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
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9879	6311.88	64	79032	49663.17	63	.00	118579	68915.83	42
24-00	WORKER'S COMPENSATION	4412	1972.09	45	35296	16192.24	46	.00	52954	36761.76	31
24 **	WORKER'S COMPENSATION	4412	1972.09	45	35296	16192.24	46	.00	52954	36761.76	31
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	600	400.00	67	4800	3000.00	63	.00	7200	4200.00	42
27 **	BENEFIT OFFSET	600	400.00	67	4800	3000.00	63	.00	7200	4200.00	42
31-00	PROFESSIONAL SERVICES	18118	1.21	0	155716	21716.17	14	87566.43	228187	118904.40	48
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	18159	1.21	0	156044	21716.17	14	87566.43	228687	119404.40	48
34-00	CONTRACT SERVICES	5260	.00	0	77178	48546.83	63	8955.43	98221	40718.74	59
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	5260	.00	0	77178	48546.83	63	8955.43	98221	40718.74	59
39-00	CONTINGENCY	25670	.00	0	205360	.00	0	.00	308049	308049.00	0
39 **	CONTINGENCY	25670	.00	0	205360	.00	0	.00	308049	308049.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	0	45.27	0	2076	362.40	18	1713.58	2076	.02	100
41 **	COMMUNICATION	0	45.27	0	2076	362.40	18	1713.58	2076	.02	100
42-00	POSTAGE & FREIGHT	41	.00	0	328	36.71	11	.00	500	463.29	7
42 **	POSTAGE & FREIGHT	41	.00	0	328	36.71	11	.00	500	463.29	7
43-00	ELECTRIC/WATER/SEWER	204	1302.88	639	14184	7434.51	52	4547.89	15000	3017.60	80

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
43 **	ELECTRIC/WATER/SEWER	204	1302.88	639	14184	7434.51	52	4547.89	15000	3017.60	80
44-00	RENTALS AND LEASES	208	2068.02	994	1664	3063.02	184	.00	2500	563.02-	123
44 **	RENTALS AND LEASES	208	2068.02	994	1664	3063.02	184	.00	2500	563.02-	123
45-00	INSURANCE	3642	.00	0	14568	10982.62	75	.00	14568	3585.38	75
45 **	INSURANCE	3642	.00	0	14568	10982.62	75	.00	14568	3585.38	75
46-00	REPAIRS & MAINTENANCE	2755	12685.12	460	67892	78249.61	115	8386.85	78914	7722.46-	110
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8976	3309.16	37	71675	17660.77	25	.00	107592	89931.23	16
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11731	15994.28	136	139567	95910.38	69	8386.85	186506	82208.77	56
47-00	PRINTING & BINDING	41	.00	0	328	219.44	67	.00	500	280.56	44
47 **	PRINTING & BINDING	41	.00	0	328	219.44	67	.00	500	280.56	44
49-00	OTHER CHARGES & OBLIG.	22	70.20	319	176	3162.39	1797	.00	267	2895.39-	1184
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	342.48-	0	0	2114.98-	0	.00	0	2114.98	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	272.28-	1238-	176	1047.41	595	.00	267	780.41-	392
51-00	OFFICE SUPPLIES	41	.00	0	328	89.46	27	.00	500	410.54	18
51 **	OFFICE SUPPLIES	41	.00	0	328	89.46	27	.00	500	410.54	18
52-00	OPERATING SUPPLIES	933	469.68	50	7464	2649.48	36	1759.92	11203	6793.60	39
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3426	1563.28	46	27408	33699.60	123	.00	41118	7418.40	82
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	4359	2032.96	47	34872	36349.08	104	1759.92	52321	14212.00	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
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	0	.00	0	650	650.00	100	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
55-00	TRAINING	400	.00	0	3082	1395.52	45	125.00	4800	3279.48	32
55 **	TRAINING	400	.00	0	3082	1395.52	45	125.00	4800	3279.48	32
56-15	IT-RELATED OPERATING EXP	438	.00	0	1002	1610.00	161	.00	2760	1150.00	58
56 **	TECHNOLOGY SYSTEMS	438	.00	0	1002	1610.00	161	.00	2760	1150.00	58
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	4538-	6818.60	150-	649507	233598.37	36	111514.88	631358	286244.75	55
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	4538-	6818.60	150-	649507	233598.37	36	111514.88	631358	286244.75	55
64-00	MACHINERY & EQUIPMENT	2229	.00	0	89556	29062.42	33	49349.00	98477	20065.58	80
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	2229	.00	0	89556	29062.42	33	49349.00	98477	20065.58	80
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
69-99	CONTRA FIXED ASSETS	0	29062.42-	0	0	29062.42-	0	.00	0	29062.42	0
69 **	PROPRIETARY FUND	0	29062.42-	0	0	29062.42-	0	.00	0	29062.42	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	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0

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
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	0	24801.83	0	297622	198414.64	67	.00	297622	99207.36	67
94 **	INTERFUND TRANSFER	0	24801.83	0	297622	198414.64	67	.00	297622	99207.36	67
FUND 423	TOTAL *********										
	STORMWATER UTILITY	124252	66360.98	53	2138852	1003824.87	47	273918.98	2621678	1343934.15	49
GRAND	TOTAL *********										
		124252	66360.98	53	2138852	1003824.87	47	273918.98	2621678	1343934.15	49