City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, June 26, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-282 Approve the Agenda for the Regular meeting of June 26, 2019, as presented or with amendments.

Attachments: 06-26-19 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-273 Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO. (Utilities Director)

Attachments:
- FY19 WFO Assistance TO 2019-92 Fee Breakdown.pdf
- FY19 CCC Program TO 2019-93 Fee Breakdown.pdf
- Task Order 2019-92.1.pdf
- Task Order 2019-93.1.pdf
- Agenda Item # 19-273 Supporting Documentation.pdf

V.2 19-280 Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000. (Utilities Director)

Attachments:
- Proposal - City of Cocoa FY 19 Sanitary Sewer with cover letter 6-12-19
- GRU Contract No. 2014-032.pdf
- GRU Contract 2014-032 Amendment 4.pdf
- GRU Contract Pricing.pdf
- Resolution - Vortex Project Contingency.doc
- Permission to Piggyback email to City of Cocoa.msg

V.3 19-281 To Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019. (Utilities Director)

Attachments:
- Manatee County Agreement.pdf
- Manatee County Contract Addendum #6.pdf
- Manatee County Contract Email Approval.pdf
- Sunstate Manatee County Price List.pdf

V.4 19-288 Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF. (Utilities Director)

Attachments: TO (2019-09) CAROLLO 06-10-2019 - $100843.12 -UT-SE

2019.06.10_TO9_Cocoa_Influent Pump Station

V.5 19-300 Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget. (Community Services Director)

Attachments: B-19-14-COC CITY WIDE DEMOLITION SERVICES COMPLETE BID PACKAC

B-19-14-COC FINAL MEMO addendum

B-19-14-COC completed memo and bid request form

B-19-14-COC Tabulation Sheet

Withdrawal Letter - ABC Landclearing

V.6 19-302 Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications in the amount of $89,152.00. (Fire Chief)

Attachments: BID#B-19-16-COC.pdf

B-19-16-COC Tabulation Sheet (2).pdf

B-19-16-COC FINAL MEMO.pdf

BSC Bid Form-Schedule of Unit Pricing.pdf

3-1-19 City of Cocoa - ERRES Drawings bid form test results_.pdf

VI. PUBLIC HEARINGS:

VI.1 19-279 Approve the first reading Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (Finance Director)

Attachments: Ordinance No. 10-2019:Stormwater Protection.pdf

Copy of Newspaper Advertisement 6-06-19.pdf

VI.2 19-295 Approval of Ordinance No. 08-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years. (Administrative Services Director)

Indexes: Pension; Retirement

Attachments: Ordinance No. 08-2019 Cocoa Police Pension (2nd Reading).pdf
Legal Ad OrderConf.pdf
2019.06.17 Cocoa Police - No Impact Letter.pdf

VII. COUNCIL BUSINESS:

VII.1 19-283 Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through, June, 2023. (Adminstrative Services Director)

Attachments: 06_10_19 Reappointment intent_Application.pdf
06_20_19 Martin Consideration letter.pdf
Diamond Square CRA Roster.pdf

VII.2 19-284 Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023. (Administrative Services Director)

Attachments: 06_10_19 Houston Reappointment intent.pdf
06_20_19 Houston Consideration letter.pdf
US 1 CRA Roster.pdf

VII.3 19-287 Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee. (Administrative Services Director)

Attachments: 06_10_19 Gombert_Board application.pdf
06_10_19 Castro Board application.pdf
06_10_19 Myron Board application.pdf
06_15_19 Rinaldi Board Application.pdf
06_20_19 Gombert Consideration letter.pdf
06_20_19 Castro Consideration letter.pdf
06_20_19 Myron Consideration letter.pdf
06_20_19 Rinaldi Consideration letter.pdf
Sustainability Advisory Committee Roster.pdf

VII.4 19-301 Consider the Reappointment of Mr. Jim Gifford as a member of the Code Enforcement Board, through June 30, 2022. (Administrative Services Director)

Attachments: Jim Gifford Updated Board Application.pdf
06_20_19 Gifford Consideration letter.pdf
Code Enforcement Roster.pdf

VIII. CITY BUSINESS:

VIII.1 19-152 Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016. (Community Services Director)

Attachments: Fully Executed Economic Development Incentive Agreement
DR 418 Form 2018
GC last pay app - signed
NEW Budget Resolution FY 2019.docx
BAF 19-104 -CS-WMDC EDI (6-26-19) Agenda 19-152.pdf

VIII.2 19-230 Approval of Ordinance No. 09-2019/First reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (Administrative Services Director)

Indexes: Pension; Retirement

Attachments: Ordinance No. 09-2019 Cocoa Firefighters Pension Ordinance (First Reading)

VIII.3 19-268 Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures. (Utilities Director)

Attachments: Budget Resolution FY 2019.docx
BAF 19-105 -UT-AC, Radio Meter & H2O Main Repairs (6-26-19) Agenda 19-26

VIII.4 19-276 Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount), for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments:
- B-19-17-COC FINAL MEMO
- B-19-17-COC Tabulation Sheet Rev. 6-6-19
- B-19-17-COC S4 Bid Form
- Budget Resolution - Dyal GW Filters
- BAF 19-103 -UT-Dyal Groundwater Filters 1 and 4 (6-26-19)~ Agenda 19-276.p
- B-19-17-COC Form of Agreement (Signed by S4)
- Res Proj Contingency - Dyal Filters

VIII.5 19-277 Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon review of the City Attorney's office. (Utilities Director)

Attachments:
- Excerpt from Orange County Land Use Table
- Parcel Combination Form
- Parcel Overview Map

VIII.6 19-299 Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,864, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1. (Public Works Director)

Attachments:
- Budget Resolution FY 2019.pdf
- BAF 19-106 -PW-PW17SI & PW19MR (6-26-19)~ Agenda 19-299.pdf

MULTI-YEAR CONTRACTS:

VIII.7 19-272 Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022. (Chief of Police)

Attachments: Body Worn Camera Grant Award.pdf
Axon Quote Q-213789-43615.913EM.pdf
Axon Quote Q-213882-43606.706EM.pdf
Axon Quote Q-214022-43607.677EM.pdf

VIII.8 19-285 Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. (Administrative Services Director)

Attachments: State & Local Fair Market Value Lease 001.pdf
Potential Savings Statement 001.pdf
State Contract No. 44102100-17-1 001.pdf
05/27/14 Pitney Bowes Item VIII.3.pdf

IX. INFORMATIONAL AGENDA:

IX.1 19-267 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 05/31/2019.

Attachments: PO Monthy Report to City Council 10.01.18 thru 05.31.19.pdf

IX.2 19-291 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments: May FY 2019 EXPENSE Budget Tracking Worksheet.pdf
May FY 2019 REVENUE Budget Tracking Worksheet.pdf

IX.3 19-292 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.

Attachments: May 2019 Contingency Report.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

Legislation Details (With Text)

File #:	19-282	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/10/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of June 26, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-26-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of June 26, 2019, 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 June 26, 2019, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 26, 2019

DATE: June 26, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 26, 2019 (19-282)
2. Minutes: n/a

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.

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

V. CONSENT AGENDA:

1. Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO. (19-273). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000. (19-280). (Utilities Director)

3. Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019. (19-281). (Utilities Director)

4. Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF. (19-288). (Utilities Director)

5. Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget. (19-300). (Community Services Director)

6. Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications. (19-302). (Deputy Fire Chief)

VI. PUBLIC HEARINGS:

1. Approve the First reading Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (19-279). (Finance Director)

2. Approval of Ordinance No. 08-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years. (19-295). (Administrative Services Director)

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through June, 2023. (19-283). (Administrative Services Director)

2. Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023. (19-284). (Administrative Services Director)

3. Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee. (19-287). (Administrative Services Director)

4. Consider the Reappointment of Mr. Jim Gifford as a Regular member of the Code Enforcement Board through June, 2022. (19-301). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016. (Community Services Director). (19-152). (Community Services Director)

2. Approval of Ordinance No. 09-2019/First reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (19-230). (Administrative Services Director)

3. Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures. (19-268). (Utilities Director)

4. Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount), for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manager to Execute the Contract. (19-276). (Utilities Director)

5. Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon review of the City Attorney's office. (19-277). (Utilities Director)

6. Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,864, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1. (19-299). (Public Works Director)

MULTI-YEAR CONTRACTS:

7. Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022. (19-272). (Chief of Police)

8. Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. (19-285). (Administrative Services Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 05/31/2019. (19-267). (Finance Director)

2. FY 2019 Budget Adjustment Report. (19-291). (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. (19-292). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	19-273	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/5/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO. (Utilities Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY19 WFO Assistance TO 2019-92 Fee Breakdown.pdf FY19 CCC Program TO 2019-93 Fee Breakdown.pdf Task Order 2019-92.1.pdf Task Order 2019-93.1.pdf Agenda Item # 19-273 Supporting Documentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2019
Agenda Date: June 26, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO

BACKGROUND:

The purpose of this agenda item is to request City Council approval to reduce funding from Task Order 2019-93, FY19 CCC Program Assistance, and increase funding to Task Order 2019-92, FY19 WFO Assistance. There is no change in the activities associated with these two task orders, only a reduction and addition in the time needed to assist WFO with these activities.

The amendment to Task Order 2019-93 is due to the reduction in time required to assist WFO with

activities associated with Task 1 - Project Management Assistance, Task 3 - Data Management and Quality Control, and Task 4 - Strategic Planning per the attached fee breakdown.

The amendment to Task Order 2019-92 is due to the addition in time required for field and office support for construction activities associated with contracted restoration and valve repairs. Fees for these activities will be assigned to Task 1 - Project and Assessment Information Management per the attached fee breakdown.

The additional $48,268 for Task Order 2019-92 will be funded from Task Order 2019-93.

Staff recommends approval of these two amendments (change orders).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	($48,268)
Account Number	421-4025-536.31-03, WS13BC
Account Name	Engineering Services
Source of Funds	Operating Revenue
Change Order Amount	($48,268)
Original Purchase Order	73660
Original Purchase Order Amount	$125,432
Total number of change orders to date	1
Total amount of change orders to date	($48,268)
Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$48,268
Account Number	421-4025-536.31-03
Account Name	Engineering Services
Source of Funds	Operating Revenue
Change Order Amount	$48,268
Original Purchase Order	73824
Original Purchase Order Amount	$214,957
Total number of change orders to date	1
Total amount of change orders to date	$48,268

PREVIOUS ACTION:

On September 25, 2018, City Council approved Task Order 2019-92 with CH2M Hill for Additional Project Management Assistance to the Water Field Operations Division.

On September 25, 2018, City Council approved Task Order 2019-93 with CH2M Hill for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC.

RECOMMENDED MOTION:

To Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) "Additional Project Management Assistance to the Water Field Operations Division" with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) "Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program" with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO.

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Task Order 2019-92 FY19 WFO Assistance Fee Breakdown

Per Diem Schedule Description	Task 1	Task 2	Original Task Order	Original Task Order	CO 1 Task 1 WFO Support	CO 1 Task 2	Change Order 1		Amended Task
	Hours		Total Hours	Amount	Hours	Hours	Amount	Rate	Amount
Senior Project Manager	160		160	$31,867			$0	$199.17	$31,867
Senior Professional Engineer/Scientist/Consultant	40		40	$7,536			$0	$188.40	$7,536
MId-Level Professional Engineer/Scientist/Consultant	448	134	582	$96,868	290	0	$48,268	$166.44	$145,136
Junior Professional Engineer/Scientist/Consultant	200	50	250	$30,210			$0	$120.84	$30,210
Project Engineer/Scientist/Consultant	160		160	$16,294			$0	$101.84	$16,294
Junior Project Engineer/Scientist/Consultant	120		120	$11,432			$0	$95.27	$11,432
Office	120	24	144	$10,079			$0	$69.99	$10,079
Hour Subtotals:	**1,248**	**208**	**1,456**		**290**	**0**			
Labor Subtotals:	**$174,262**	**$30,025**		**$204,287**	**$48,268**	**$0**	**$48,268**		**$252,554**
Miscellaneous Expenses (travel, shipping, etc.):				**$10,670**					**$10,670**
Task Total:	**$174,262**	**$30,025**		**$214,957**	**$48,268**	**$0**	**$48,268**		**$263,224**

Task Key	
Task 1	**Project and Assessment Information Management Assistance**
Task 2	**Quality Control Process Assistance**

Task Order 2019-93 FY19 CCC Program Assistance Fee Breakdown

	Hours												
	Task 1	Task 2	Task 3	Task 4	Original Task Order	Original Task Order	CO 1 Task 1	CO 1 Task 2	CO 1 Task 3	CO 1 Task 4	Change Order 1		Amended Task Order
Per Diem Schedule Description	**Hours**				**Total Hours**	**Amount**	**Hours**	**Hours**	**Hours**	**Hours**	**Amount**	**Rate**	**Amount**
MId-Level Professional Engineer/Scientist/Consultant	156	52	364	104	676	$112,513	-110	0	-90	-90	-$48,268	$166.44	$64,246
Office	52	52	52		156	$21,678	0	0	0	0	$0	$138.96	$21,678
Hour Subtotals:	**208**	**104**	**416**	**104**	**832**		**-110**	**0**	**-90**	**-90**	**-48,268**		
Labor Subtotals:	**$33,191**	**$15,881**	**$67,810**	**$17,310**		**$134,191**	**-$18,308**	**$0**	**-$14,980**	**-$14,980**	**-$48,268**		**$85,924**
						$2,000					**$0**		**$5,150**
Task Total:	**$33,191**	**$15,881**	**$67,810**	**$17,310**		**$136,191**	**-$18,308**	**$0**	**-$14,980**	**-$14,980**	**-$48,268**		**$91,074**

Task Key	
Task 1	**Project Management Assistance**
Task 2	**Contractor Coordination and Documentation**
Task 3	**Data and Invoice Review**
Task 3	**Strategic Planning**

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2019.06.05 09:00:05 -04'00' **Date:** 6/4/19

Project Number: **Title:** Field Operations Technician

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. 2019-92 **Requested Amendment Amount:** $ 48,268.00

Original Task Order Amount: $ 214,957.00 **Total Revised Amount including all Amendments:** $ 263,225.00

Total number of Amendments including this one: 1

Quote/Proposal #: 2019-92.1 **Dated:** 5/13/19 **Amount:** $ 263,225.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2019.06.05 09:26:08 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This change order provides additional funding of $48,268 for field and office support for construction activities associated with contracted restoration and valve repairs.
Fees for these activities will be assigned to Task 1 - Project and Assessment Information Management per the attached fee breakdown.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2019-92.1

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 6/7/19 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2019.06.07 08:24:26 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: **Signature:** **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both Task Order Form and Proposal to purchasing@cocoafl.org
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2019.06.04 08:55:25 -04'00' **Date:** 6/4/19

Project Number: WS13BC **Title:** Field Operations Technician

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. 2019-93 **Requested Amendment Amount:** -$ 48,268.00

Original Task Order Amount: $ 125,432.00 **Total Revised Amount including all Amendments:** $ 77,164.00

Total number of Amendments including this one: 1

Quote/Proposal #: 2019-93.1 **Dated:** 5/13/19 **Amount:** $ 77,167.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2019.06.05 09:27:31 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Change order 1 is due to the reduction in time required to assist WFO with activities associated with Task 1 - Project Management Assistance, Task 3 - Data Management and Quality Control, and Task 4 - Strategic Planning per the attached Fee Breakdown.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2019-93.1

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 6/7/19 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2019.06.07 08:27:17 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both Task Order Form and Proposal to purchasing@cocoafl.org
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

From:	Picard, Yvonne/ORL
To:	Christopher Collier
Cc:	Holcomb, Pamela/ORL
Subject:	Fee Transfers and Additional Funding Documents
Date:	Monday, May 13, 2019 10:53:31 AM
Attachments:	FY19 CCC Program TO 2019-93 Fee Breakdown with CO1.xlsx FY19 WFO Assistance TO 2019-92 Fee Breakdown with CO1.xlsx

Chris,

Per our conversations last week, I have updated the two Fee Breakdown files showing the change orders to two existing Task Orders with the City of Cocoa. The intent is to reduce funding from Task Order 2019-93 FY19 CCC Program Assistance and increase funding to Task Order 2019-92 FY19 WFO Assistance as shown below. There are no changes in the activities associated with these two Task Orders, only a reduction or addition in the time needed to assist WFO with these activities as summarized below.

In the past, the transfer of funds from one of these Task Orders to the other resulted in fee changes of less that $50,000 between the Task Orders and, therefore, did not require Council approval. Per your request, I have provided the fee changes in the format that we have used in prior years. However, if Council approval is required, I can provide supplemental information and/or a draft Council Agenda Item for your use.

Thank you.

Yvonne

Task Order 2019-92 FY19 WFO Assistance

Change Order 1: $94,088

Change Order 1 provides additional funding for two activities:

1. Additional funding of $48,268 for field and office support for construction activities associated with contracted restoration and valve repairs
2. Additional funding of $45,820 for technical support to assist the City in creating a Request for Proposal (RFP) for selection of a vendor to implement an AMI/AMR Program

Fees for these activities will be assigned to *Task 1– Project and Assessment Information Management* per the attached Fee Breakdown file.

Task Order 2019-93 FY19 CCC Program Assistance

Change Order 1: **-** $48,268

Change Order 1 is due to the reduction in time required to assist WFO with activities associated with *Task 1 – Project Management Assistance*, *Task 3 – Data Management and Quality Control* , and *Task 4 – Strategic Planning* per the attached Fee Breakdown file.

Yvonne Picard, P.E.
Jacobs
Process Mechanical Engineer
407.650.2183
352.682.1326 mobile
Yvonne.Picard@jacobs.com

www.jacobs.com
P.E. Registration: FL

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Jacobs' Energy, Chemicals and Resources business is now part of Worley

Legislation Details (With Text)

File #:	19-280	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/7/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	

Title: Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: Proposal - City of Cocoa FY 19 Sanitary Sewer with cover letter 6-12-19
GRU Contract No. 2014-032.pdf
GRU Contract 2014-032 Amendment 4.pdf
GRU Contract Pricing.pdf
Resolution - Vortex Project Contingency.pdf
Permission to Piggyback email to City of Cocoa.msg

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 7, 2019
Agenda Date: June 26, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000

BACKGROUND:

The City of Cocoa has initiated a comprehensive sanitary sewer manhole evaluation and rehabilitation program that includes assessment of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. At the beginning of FY19 RedZone Robotics, Inc. obtained CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) and reviewed them using the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer

Service Companies (NASSCO). Carollo Engineers, Inc. has provided a Phase I review of the manhole conditions based on RedZone's provided data. As part of this analysis, a preliminary plan to address the top priority and high-risk manholes was provided.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced, providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

At this time, staff is requesting the use of the Gainesville Regional Utilities (GRU) Contract No. 2014-032B. This contract has been reviewed by the City and has been determined to be applicable to the services required by the Sewer Field Operations. Therefore, staff recommends approval to use the Gainesville Regional Utilities contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole and Lift Station Lining, and to authorize a budgeted expenditure for these services not to exceed $150,000 including contingency.

City staff is also requesting that City Council approve an additional $14,366.80 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $14,366.80 will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$150,000
Account Number	421-4125-536.46-00, WS19MH
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000

VORTEX services

Mr. Chris Collier
65 Stone Street
Cocoa, FL 32922

Re: City of Cocoa FY 19 Sanitary Sewer Manhole Rehab Proposal

Mr. Collier:

We are pleased to provide you a proposal on the above referenced project. Our proposal is based off of the pricing in our GRU contract that we are extending to you in strict accordance with the project specifications and contract documents. Accompanied with this letter are several attachments of the products we intend to use to execute the scope of work defined. The scope of work proposed is defined in the tables that are labeled the following:

Quadex Geokrete MH Rehab
$64,195.47
Quadex StructureGuard MH Rehab
$32,809.80
Ring & Cover Replacements Only
$38,740.00

Our understanding is the City has a budget of $150,000.00 for FY 19 for this work. If we execute the work defined in the previously mentioned tables, we will utilize the same unit prices to accomplish additional manholes at the direction of the city using the contingency funds below:

Contingency Funds
$14,254.73

If you have any questions or need additional information, please don't hesitate to contact us. We sincerely appreciate your willingness to work with our firm on this project. We strive to provide you with exceptional quality, service, and workmanship on this job and for years to follow.

Regards-

Benjamin Roese
Vice President

VORTEX services

To:	City of Cocoa	**Contact:**	Chris Collier
Address:	65 Stone Street	**Phone:**	(321) 433-8633
	Cocoa, FL 32922	**Fax:**	(321) 433-8634
Project Name:	City Of Cocoa FY 19 Sanitary Sewer MH Rehab Proposal	**Bid Number:**	19-1965
Project Location:	Cocoa, FL	**Bid Date:**	5/20/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Alternate					
	Contingency	1.00	LS	$14,254.73	$14,254.73
		Total Price for above Alternate Items:			**$14,254.73**
Epoxy MH Rehab					
2a	Removal Of Existing Coating (Water Blasting)	1,084.48	SF	$1.00	$1,084.48
3	Demolition Of Existing Mechanically Fastened Liner	1.00	SF	$9.00	$9.00
5	Composite Level 1	1,084.48	SF	$21.50	$23,316.32
10	Rebuild Existing MH Bench & Channel	8.00	EACH	$200.00	$1,600.00
13	Chemical Grouting of Structures	15.00	GAL	$200.00	$3,000.00
16	Remove Existing MH Steps	12.00	EACH	$25.00	$300.00
21	Maintenance of Traffic (City,County, or State Roads)	7.00	DY	$500.00	$3,500.00
		Total Price for above Epoxy MH Rehab Items:			**$32,809.80**
Geokrete MH Only					
2a	Removal Of Existing Coating (Water Blasting)	3,553.77	SF	$1.00	$3,553.77
3	Demolition Of Existing Mechanically Fastened Liner	1.00	SF	$9.00	$9.00
4b	Cementitious Only	3,553.77	SF	$10.00	$35,537.70
10	Rebuild Existing MH Bench & Channel	22.00	EACH	$200.00	$4,400.00
13	Chemical Grouting of Structures	50.00	GAL	$200.00	$10,000.00
14	Remove & Install New MH Frame & Cover	3.00	EACH	$900.00	$2,700.00
16	Remove Existing MH Steps	15.00	EACH	$25.00	$375.00
21	Maintenance of Traffic (City,County, or State Roads)	15.00	DY	$500.00	$7,500.00
24	Asphalt Restoration	3.00	SY	$40.00	$120.00
		Total Price for above Geokrete MH Only Items:			**$64,195.47**
Ring & Cover Only					
14	Remove & Install New MH Frame & Cover	37.00	EACH	$900.00	$33,300.00
21	Maintenance of Traffic (City,County, or State Roads)	8.00	DY	$500.00	$4,000.00
24	Asphalt Restoration	36.00	SY	$40.00	$1,440.00
		Total Price for above Ring & Cover Only Items:			**$38,740.00**

Total Bid Price: $150,000.00

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Contigency funds will be used for unforseen site conditions that exceed estimated quantities or additional work as directed by the City

Facility ID	Owned By	Lining Material	Ring & Cover?	Rebuild Bench	Surface	Street	Road Owner	Diameter (in)	Number of Steps	Depth	Wall Square Footage	Floor Area (ft^2)	Total Square Footage
WWMH00141	Cocoa	Geokrete	NO	NO	Other	Westchester	Cocoa	48	0	6.3	79.17	12.57	91.73
WWMH00153	Cocoa	Geokrete	NO	NO	Other	Forest Hill	Cocoa	48	0	10.9	136.97	12.57	149.54
WWMH00154	Cocoa	Geokrete	NO	NO	Other	Buckingham	Cocoa	48	0	6	75.40	12.57	87.96
WWMH00159	Cocoa	Geokrete	NO	NO	Other	Westchester	Cocoa	48	0	4.5	56.55	12.57	69.12
WWMH00252	Cocoa	Geokrete	NO	YES	Asphalt	Denham	Cocoa	48	0	3.3	41.47	12.57	54.04
WWMH00283	Cocoa	Geokrete	NO	NO	Asphalt	Brian	Cocoa	48	0	5.3	66.60	12.57	79.17
WWMH00661	Cocoa	Geokrete	NO	NO	Other	Prospect	Cocoa	48	0	6.4	80.42	12.57	92.99
WWMH00792	Cocoa	StructureGuard	NO	YES	Other	Florida	Cocoa	48	2	5.6	70.37	12.57	82.94
WWMH01012	Cocoa	StructureGuard	NO	NO	Other	Harrison	Cocoa	48	3	4.3	54.04	12.57	66.60
WWMH01246	Cocoa	Geokrete	NO	NO	Other	Elsie	Cocoa	48	0	3.9	49.01	12.57	61.58
WWMH01604	Cocoa	Geokrete	NO	NO	Other	Lance	Cocoa	48	0	7.2	90.48	12.57	103.04
WWMH01605	Cocoa	Geokrete	NO	YES	Other	Mallory	Cocoa	48	0	2.8	35.19	12.57	47.75
WWMH01607	Cocoa	Geokrete	NO	NO	Other	Lance	Cocoa	48	0	6.1	76.65	12.57	89.22
WWMH01608	Cocoa	Geokrete	NO	NO	Other	Lance	Cocoa	48	0	7	87.96	12.57	100.53
WWMH01666	Cocoa	Geokrete	NO	NO	Other	Otterbein	Cocoa	48	1	3.7	46.50	12.57	59.06
WWMH01783	Cocoa	Geokrete	YES	NO	Asphalt	Golden	Cocoa	48	0	4	50.27	12.57	62.83
WWMH01817	Cocoa	Geokrete	NO	YES	Asphalt	Princeton	Cocoa	48	0	5	62.83	12.57	75.40
WWMH01822	Cocoa	Geokrete	NO	YES	Asphalt	Cambridge	Cocoa	48	0	3.6	45.24	12.57	57.81
WWMH01842	Cocoa	Geokrete	NO	NO	Asphalt	Columbia	Cocoa	48	2	5	62.83	12.57	75.40
WWMH01888	Cocoa	Geokrete	NO	YES	Asphalt	Donna	Cocoa	48	0	2.9	36.44	12.57	49.01
WWMH01898	Cocoa	Geokrete	NO	NO	Asphalt	North Lakemont	Cocoa	48	0	2.7	33.93	12.57	46.50
WWMH01939	Cocoa	Geokrete	NO	NO	Other	Crestview	Cocoa	48	3	3	37.70	12.57	50.27
WWMH01944	Cocoa	Geokrete	NO	YES	Other	Crestview	Cocoa	48	0	5	62.83	12.57	75.40
WWMH02035	Cocoa	Geokrete	NO	YES	Other	Willow	Cocoa	48	2	3	37.70	12.57	50.27
WWMH02039	Cocoa	Geokrete	NO	NO	Other	Willow	Cocoa	48	0	2.5	31.42	12.57	43.98
WWMH02103	Cocoa	Geokrete	NO	YES	Other	Highland	Cocoa	48	1	5.7	71.63	12.57	84.19
WWMH02132	Cocoa	Geokrete	NO	NO	Other	Carmalt	Cocoa	48	0	3.5	43.98	12.57	56.55
WWMH02142	Cocoa	Geokrete	NO	NO	Other	Mulberry	Cocoa	48	1	3	37.70	12.57	50.27
WWMH02320	Cocoa	Geokrete	NO	YES	Other	Grove	Cocoa	48	0	5.9	74.14	12.57	86.71
WWMH02353	Cocoa	Geokrete	NO	YES	Other	Bonny	Cocoa	48	0	3.9	49.01	12.57	61.58
WWMH02410	Cocoa	Geokrete	NO	NO	Other	Chambers	Cocoa	48	0	4.2	52.78	12.57	65.35
WWMH02412	Cocoa	Geokrete	NO	YES	Other	Chambers	Cocoa	48	0	5.5	69.12	12.57	81.68
WWMH02467	Cocoa	Geokrete	NO	YES	Asphalt	Gatewood	Cocoa	48	0	6.6	82.94	12.57	95.50
WWMH02518	Cocoa	StructureGuard	NO	NO	Other	Church	Cocoa	48	0	4	50.27	12.57	62.83
WWMH02538	Cocoa	Geokrete	NO	NO	Asphalt	Alexander	Cocoa	48	0	3.5	43.98	12.57	56.55
WWMH02539	Cocoa	Geokrete	NO	NO	Asphalt	Oak	Cocoa	48	0	4.6	57.81	12.57	70.37
WWMH02551	Cocoa	StructureGuard	NO	NO	Asphalt	Delannoy	Cocoa	48	0	4.4	55.29	12.57	67.86
WWMH02552	Cocoa	StructureGuard	NO	NO	Asphalt	Delannoy	Cocoa	48	0	3.8	47.75	12.57	60.32
WWMH02558	Cocoa	StructureGuard	NO	YES	Asphalt	Delannoy	Cocoa	48	0	6.2	77.91	12.57	90.48
WWMH02564	Cocoa	StructureGuard	NO	NO	Asphalt	Brevard	Cocoa	48	1	4.6	57.81	12.57	70.37
WWMH02584	Cocoa	StructureGuard	NO	YES	Other	Orange	Cocoa	48	0	3.6	45.24	12.57	57.81
WWMH02595	Cocoa	StructureGuard	NO	YES	Asphalt	Highlett	Cocoa	48	1	1.4	17.59	12.57	30.16
WWMH02597	Cocoa	StructureGuard	NO	YES	Asphalt	Travis	Cocoa	48	1	5.5	69.12	12.57	81.68
WWMH02600	Cocoa	StructureGuard	NO	YES	Asphalt	St. Charles	Cocoa	48	0	5.4	67.86	12.57	80.42
WWMH02601	Cocoa	StructureGuard	NO	NO	Asphalt	Hughlett	Cocoa	48	2	6	75.40	12.57	87.96
WWMH02602	Cocoa	Geokrete	NO	YES	Asphalt	Smith	Cocoa	48	0	4	50.27	12.57	62.83
WWMH02607	Cocoa	StructureGuard	NO	YES	Asphalt	Factory	Cocoa	48	2	4	50.27	12.57	62.83
WWMH02609	Cocoa	Geokrete	NO	NO	Other	Orange	Cocoa	48	0	6.3	79.17	12.57	91.73
WWMH02612	Cocoa	StructureGuard	NO	NO	Other	Orange	Cocoa	48	2	4.5	56.55	12.57	69.12
WWMH02614	Cocoa	Geokrete	NO	NO	Asphalt	Lemon	Cocoa	48	0	9.6	120.64	12.57	133.20
WWMH02619	Cocoa	StructureGuard	NO	YES	Other	Lemon	Cocoa	48	1	4.4	55.29	12.57	67.86
WWMH02621	Cocoa	Geokrete	NO	YES	Asphalt	Florida	Cocoa	48	0	6.2	77.91	12.57	90.48
WWMH02623	Cocoa	Geokrete	NO	YES	Asphalt	Stone	Cocoa	48	2	6.9	86.71	12.57	99.27
WWMH02639	Cocoa	Geokrete	NO	YES	Asphalt	Pomolo	Cocoa	48	0	3.3	41.47	12.57	54.04
WWMH02666	Cocoa	Geokrete	NO	NO	Asphalt	Whaley	Cocoa	48	0	4.6	57.81	12.57	70.37

WWMH02670	Cocoa	Geokrete	NO	YES	Asphalt	Whaley	Cocoa	48	0	3.1	38.96	12.57	51.52
WWMH02689	Cocoa	Geokrete	NO	YES	Asphalt	Barbara Jenkins	Cocoa	48	0	1.6	20.11	12.57	32.67
WWMH02705	Cocoa	Geokrete	NO	YES	Asphalt	Stone	Cocoa	48	0	2.8	35.19	12.57	47.75
WWMH02706	Cocoa	Geokrete	NO	YES	Asphalt	Stone	Cocoa	48	0	3	37.70	12.57	50.27
WWMH02819	Cocoa	Geokrete	NO	NO	Other	Delannoy	Cocoa	48	0	2.4	30.16	12.57	42.73
WWMH02831	Cocoa	Geokrete	NO	NO	Other	Ridgeway	Cocoa	48	3	8.7	109.33	12.57	121.89
WWMH80825	Cocoa	StructureGuard	NO	NO	<Null>	Delannoy	Cocoa	48	0	2.6	32.67	12.57	45.24
WWMH80843	Cocoa	Geokrete	NO	YES	<Null>	Lift Station 1	Cocoa	48	0	5	62.83	12.57	75.40
WWMH00233	Cocoa	Geokrete	YES	NO	Asphalt	Brandon	Cocoa	48	0	4	50.27	12.57	62.83
WWMH01887	Cocoa	Geokrete	YES	NO	Asphalt	DONNA AV	Cocoa	48	0	2.8	35.19	12.57	47.75
WWMH01889	Cocoa	Geokrete	YES	YES	Asphalt	DONNA AV	Cocoa	48	0	2	25.13	12.57	37.70

	Count	Area (ft^2)	Ring and Covers	Bench	Step
Geokrete	50	3,553.77	4	22	15
Structure Guard	16	1,084.48	0	8	15

Facility ID	Owned By	Geokrete	Epoxy	Ring & Cover?	Rebuild Bench	Surface	Street	Road Owner	Diameter (in)	Number of Steps	Depth
WWMH00002	Cocoa	NO	NO	YES	NO	Other	CHERBOUR	Cocoa	48		3
WWMH00003	Cocoa	NO	NO	YES	NO	Other	CHERBOUR	Cocoa	48		2.4
WWMH00015	Cocoa	NO	NO	YES	NO	Other	STANFORD	Cocoa	48		5.9
WWMH00016	Cocoa	NO	NO	YES	NO	Asphalt	AUBURN D	Cocoa	48		3.8
WWMH00017	Cocoa	NO	NO	YES	NO	Other	STANFORD	Cocoa	48		6.6
WWMH00018	Cocoa	NO	NO	YES	NO	Other	CLEMSON I	Cocoa	48		2
WWMH00019	Cocoa	NO	NO	YES	NO	Other	CLEMSON I	Cocoa	48		1.5
WWMH00036	Cocoa	NO	NO	YES	NO	Other	CLEMSON I	Cocoa	48		8.4
WWMH00037	Cocoa	NO	NO	YES	NO	Other	CLEMSON I	Cocoa	48		4.9
WWMH00038	Cocoa	NO	NO	YES	NO	Other	SUWANNE	Cocoa	48		4
WWMH00053	Cocoa	NO	NO	YES	NO	Other	CLEMSON I	Cocoa	48		4.5
WWMH00064	Cocoa	NO	NO	YES	NO	Other	CATAWBA	Cocoa	48		1
WWMH00068	Cocoa	NO	NO	YES	NO	Other	SALEM DR	Cocoa	48		2.3
WWMH00081	Cocoa	NO	NO	YES	NO	Other	IONA DR	Cocoa	48		1.7
WWMH00143	Cocoa	NO	NO	YES	NO	Other	FOREST HIL	Cocoa	48		5.5
WWMH00234	Cocoa	NO	NO	YES	NO	Asphalt	BRANDON	Cocoa	48		3.7
WWMH00235	Cocoa	NO	NO	YES	NO	Asphalt	IPSWICH D	Cocoa	48		4.3
WWMH00254	Cocoa	NO	NO	YES	NO	Other	DENHAM R	Cocoa	48		3.2
WWMH00303	Cocoa	NO	NO	YES	NO	Other	SHERWOO	Cocoa	48		5.7
WWMH01411	Cocoa	NO	NO	YES	NO	Other	GRISSOM P	Cocoa	48		8.7
WWMH01464	Cocoa	NO	NO	YES	NO	Other	GRISSOM P	Cocoa	48		14.1
WWMH01465	Cocoa	NO	NO	YES	NO	Other	GRISSOM P	Cocoa	48		12
WWMH01787	Cocoa	NO	NO	YES	NO	Asphalt	CAMBRIDG	Cocoa	48		7.5
WWMH01886	Cocoa	NO	NO	YES	NO	Asphalt	HILLSDALE	Cocoa	48		2.9
WWMH01960	Cocoa	NO	NO	YES	NO	Asphalt	BAYLOR CT	Cocoa	48		1.7
WWMH01982	Cocoa	NO	NO	YES	NO	Asphalt	STETSON C	Cocoa	48		1.6
WWMH01983	Cocoa	NO	NO	YES	NO	Asphalt	STETSON C	Cocoa	48		1.9
WWMH01990	Cocoa	NO	NO	YES	NO	Other	STETSON C	Cocoa	48		4.5
WWMH02058	Cocoa	NO	NO	YES	NO	Other	TULIP LN	Cocoa	48		<Null>
WWMH02683	Cocoa	NO	NO	YES	NO	Asphalt	BERNARD S	Cocoa	48		3.9
WWMH80962	Cocoa	NO	NO	YES	NO	<Null>	HIGH POIN	Cocoa	48		<Null>
WWMH81047	Cocoa	NO	NO	YES	NO	Concrete	MUSKINGU	Cocoa	48		11.4
WWMH81054	Cocoa	NO	NO	YES	NO	<Null>	Quail Ridge	Cocoa	48		5.5
WWMH81048	Cocoa	NO	NO	YES	NO	Concrete	Quail Ridge	Cocoa	48		11.2
WWMH02481	Cocoa	NO	NO	YES	NO	Asphalt	Maplewoo	Cocoa	48		5.7
WWMH81017	Cocoa	NO	NO	YES	NO	Other	Kathi Kim	Cocoa	48		7.9

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a

GAINESVILLE REGIONAL UTILITIES, AND VACVISION ENVIRONMENTAL LLC

FOR

SEWER MANHOLE AND LIFT STATION LINING

THIS CONTRACT is made and entered into this _____ day of October, 2014, by and between the CITY OF GAINESVILLE, a Florida municipal corporation, d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU" or "Owner"), with offices located at 301 S.E. 4th Avenue, Gainesville, FL 32601 and VACVISION ENVIRONMENTAL LLC ("Contractor"), a limited liability company, with its principal place of business at 10200 U.S. Highway 92 East, Tampa, Florida 33610 collectively referred to as Party or Parties, respectively.

WHEREAS, GRU requires sewer manhole and lift station lining services ; and

WHEREAS, GRU issued a Solicitation on August 4, 2014 for sewer manhole and lift station lining services; and

WHEREAS, Contractor submitted a Response dated September 3, 2014 to provide sewer manhole and lift station lining services; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide services in accordance with the General Terms and Conditions, the Special Conditions, and Technical Specifications set forth herein.

2. GRU shall pay to Contractor for the faithful performance of this Contract according to Contractor's Pricing Response Form, attached hereto and made a part hereof by reference. **("ATTACHMENT A")**. Price Adjustments to this Contract may be requested by Contractor at least sixty (60) calendar days prior to the annual anniversary date of the Contract. Any negotiated price change shall become effective on the anniversary date of that year. Contractor shall provide documentation for any price increase and such price increase shall not exceed the Consumer's (CPI) or Producer's Price Index (PPI) for the product during the previous twelve (12) months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. TERM OF AGREEMENT.

   3.1 The term of this Contract shall be three (3) years, commencing on the date this Contract is fully executed by both Parties.

   3.2 This Contract may be extended for up to two (2) one-year extensions upon mutual agreement of the parties and negotiation of the contract prices.

   3.3 This Contract may be extended for up to an additional six (6) months to allow for the negotiation of a new Contract.

GENERAL TERMS AND CONDITIONS

1.0 CONDUCT OF THE WORK.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

2.0 CONTRACTOR RESPONSIBILITIES.

2.1 Performance.

Contractor will perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.2 Project Related Requirements.

Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. If applicable, additional requirements may be included in the Special Conditions. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/ COORDINATION.

3.1 Access to Work Site.

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU.

GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

3.3 Work by Other Contractors.

GRU reserves the right to permit other contractors to perform Work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.

Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other contractor's reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work with theirs in the best interest of GRU.

4.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications should comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

5.0 INDEMNIFICATION.

5.1 Contractor is fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City, GRU, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor will not indemnify for that portion of any loss or damages caused solely by the negligent acts or omissions of GRU.

5.2 Further, Contractor will fully indemnify, defend, and hold harmless GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor's products or GRU's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor will remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU will not be liable for any royalties if applicable.

5.3 As to this section 5.0, Contractor shall, upon GRU giving written notice of any legal action or threatened legal action, defend such action at Contractor's sole expense.

6.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

7.0 CHANGE ORDERS.

GRU will pay Contractor for the Work at the price[s] stated in the Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. The following change orders may be issued without invalidating the Contract, if made in writing, signed by the authorized representative, and accepted by Contractor: orders that constitute changes within the general scope of Work, schedule, administrative procedures not affecting the conditions of the Contract, and the Contract price (if under current applicable policies does not require City Commission approval).

8.0 NOTICES.

Notices to Contractor should be deemed to have been properly sent when electronically or physically delivered to Contractor. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301

SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

9.0 DISPUTES.

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If the dispute requires arbitration, the dispute will be submitted to and finally resolved by arbitration under the Rules of the AAA. There will be a panel of arbitrators, selected in accordance with the AAA rules. The location of the arbitration will be Alachua County, Florida or a mutually agreeable location. The decision of the arbitrators will be final and binding upon both Parties, and neither Party will seek recourse to a law court or other authority to appeal for revisions of the decision.

10.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

11.0 DEFAULT.

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work under the Contract, or it persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue not remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

12.0 TERMINATION.

12.1 **Termination for Convenience**

GRU may, by providing 30 calendar days written notice to Contractor, terminate the Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor must stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU will pay Contractor for goods

and services accepted as of the date of termination, and for Contractor's actual, reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date.

12.2 **Termination for Cause (Cancellation)**

GRU may terminate the Contract for cause if Contractor materially breaches the Contract by:

(a) refusing, failing or being unable to properly manage or perform;
(b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient number of workers, properly skilled workers, proper materials to maintain applicable schedules;
(c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
(d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
(e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
(f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

12.3 **Funding out Clause**

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause upon thirty (30) calendar day's written notice to Contractor.

13.0 FORCE MAJEURE.

No Party to this Contract will be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Contractor or Supplier or Contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) will be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

14.0 LIMITATION OF GRU'S LIABILITY.

At no time during the term of this Contract or any subsequent extensions should GRU be liable to Contractor, its employees, representatives, agents, suppliers, or subcontractors for any anticipated profits, or incidental damages.

15.0 WARRANTY/GUARANTEE.

15.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or

workmanship which appear within the warranty period stated in the Special Conditions. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects.

15.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

16.0 PAYMENT.

16.1 **Invoicing**
Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

16.2 **Required Information**
Contractor's itemized invoices should include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information.

16.3 **Payment Terms**
Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor should not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

16.4 **Lien Release**
Before the final acceptance of the Work and payment by GRU, Contractor should furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

16.5 **Final Payment/Acceptance**
The acceptance by Contractor of final payment due on termination of the Contract should constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

17.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances must be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

18.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract will be construed according to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings will be in Alachua County FL; (2) each party will bear its own

attorneys' fees except to the extent that Contractor agreed to indemnify GRU as described in Section 5 above, including appeals; and (3) for civil proceedings, the parties hereby waive the right to jury trial.

19.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes.*

20.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

21.0 ASSIGNMENT.

GRU or Contractor will not assign, in whole or in part, any right or obligation under the Contract, without the prior written consent of the other Party.

22.0 AUDIT OF RECORDS.

Contractor shall maintain records sufficient to document completion of the scope of services established by the contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

23.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract will be without prejudice to its other remedies under this Contract or otherwise.

24.0 ADVERTISING.

Contractor must not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

25.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations will be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, will be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment will not constitute acceptance of the proposed modification to terms and conditions.

26.0 WAIVER.

The delay or failure by GRU to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

27.0 DISCLOSURE, CONFIDENTIALITY, AND PUBLIC RECORDS.

27.1 "Confidential Information" includes, to the extent such information is defined in Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets or data processing software, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU or CONSULTANT, or any of its agents, representatives, or employees.

27.2 'Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

27.3 Florida has a very broad public records law. By entering into an agreement with GRU, Contractor acknowledges that it will comply with the Florida Public Records Act *Chapter 119, Florida Statutes*).Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract and GRU may pursue all remedies for breach. In complying with the Florida Public Records Act Contractor shall:

a) Keep and maintain records related to this project that ordinarily and necessarily would be required by GRU in order to perform the service;
b) Coordinate and provide GRU with access to public records on the same terms and conditions that GRU would provide the records and at a cost that does not exceed the cost provided by law;
c) Coordinate with GRU regarding all public records that may be exempt from public records disclosure requirements;
d) Meet all requirements for retaining public records and transfer, at no cost, to GRU all public records related to this project upon termination of project and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to GRU in a format that is compatible with the information technology systems of GRU.

28.0 SALES TAX.

Respondent's pricing should include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com .

29.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

29.1 **Confinement to Work Area/Parking.**
Contractor's employees must stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees must park personal vehicles and equipment in areas designated by GRU.

29.2 **Sanitation.**

If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

30.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

a. Modification to Contract
b. Contract
c. Addenda
d. GRU Technical Specifications
e. GRU Special Conditions
f. GRU General Conditions
g. Contractor Response

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SPECIAL CONDITIONS

1.0 SCOPE OF WORK.

The major elements of the proposed project Work are summarized as follows: furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using a 100% solids epoxy lining system, a 100% calcium aluminate fiber reinforced cementitious monolithic coating, or a composite liner system utilizing both cementitious and epoxy systems.

2.0 PROJECT REQUIREMENTS.

2.1 Minimum Qualifications

2.1.1 Contractor Qualifications:

A. Manufacturer certification that Contractor has been trained and approved in the handling, mixing and application of the products to be used.

B. Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or epoxy coating Manufacturer and Contractor personnel have been trained and certified for proper use of the equipment.

C. Contractor shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the epoxy coating Manufacturer's recommendations.

2.2 Permits - Contractor is responsible for obtaining and paying for all federal, state, or county permits, or local licenses and other authorizations required for the prosecutions of the Work.

3.0 AUTHORIZED REPRESENTATIVES.

3.1 The GRU Purchasing Representative is Ms. Dana Gauthier.
Contact number is (352) 393-1250
E-mail: gauthierdl@gru.com

3.2 The GRU Contract Administrator is Ms. Debbie Daugherty.
Contact number is (352) 393-1622
E-mail: daughertydd@gru.com

3.3 Contractor's Representative is Mr. Ryan Perez.
Contact number is (813) 455-3715

4.0 WORK HOURS.

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. Contractor may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

5.0 MATERIALS AND EQUIPMENT.

All materials, equipment, and types of construction shall be in accordance with these Technical Specifications and shall conform to the requirements of all applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the Work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of GRU, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

6.0 EQUIVALENT PRODUCTS AND MATERIALS.

All materials, equipment, and types of construction shall be in accordance with these Technical Specifications and shall conform to the requirements of all applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the Work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of GRU, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

7.0 SERVICE.

Contractor shall provide the highest level of workmanship with regards to safety, responsibility, efficiency, and professionalism. All Contractor personnel should act professionally and dress appropriately. Contractor shall provide a designated representative who is available by telephone at all times while the Work is being completed and has the authority to direct crews. The designated Contractor's representative shall be ultimately responsible for the successful completion of the Work. The service representative should attend all kick-off meetings and also be present on-site until GRU is satisfied with the service being provided.

8.0 INSPECTION OF THE WORK.

GRU will provide construction observation services to monitor project quality and determine conformance of the Work with the Technical Specifications. Each step of the Work described herein is subject to inspection and approval by GRU prior to proceeding with subsequent steps of the Work.

9.0 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE.

In order to be considered as an equal product, the product will have to meet the minimum physical properties of the approved products as referenced in TECHNICAL SPECIFICATIONS, PART 4-PRODUCTS, 4.4 and 4.5 as measured by the applicable ASTM standards reference in TECHNICAL SPECIFICATIONS, PART 1-GENERAL, 1.2. Testing results must be performed and presented by a third-party testing laboratory.

Only Contractors that have been trained and certified by the approved coating system manufacturer are allowed to install the manhole and lift station restoration products specified herein. See **ATTACHMENT B** for Contractor Certifications.

10.0 LOCATION OF PROJECT AND SITE ACCESS.

The potential project sites may be located at any of the existing sanitary sewer manholes and lift stations that are a part of the GRU sanitary sewer collection and pumping system.

The accessibility to the work sites varies, as manholes may be located in streets, alleys, utility easements, residential backyards, and various other locations. Accessibility to all manholes and lift stations shall be the responsibility of Contractor, and all expenses associated with work site accessibility should be taken into consideration as part of Contractor's bid pricing. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of Contractor's activities, shall be restored to like-new condition by Contractor at his sole expense. Contractor shall implement all required measures to provide GRU personnel and equipment with complete access to all work site areas during the entire course of performing this project.

11.0 SPILL OR DISCHARGE OF WASTEWATER.

The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to GRU staff. Contacts at GRU shall include the GRU W/WW Systems Dispatcher at (352) 393-2711. Contractor also shall immediately control, contain, and stop the spill or discharge and shall repair any damage at no additional cost to GRU.

Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by GRU associated with wastewater spills or discharges to the environment resulting from Contractor's actions or Contractor's negligence.

12.0 LIQUIDATED DAMAGES.

Liquidated damages shall not be available to either Party regardless of the circumstance(s) or event(s).

13.0 BONDS.

Contractor will provide payment and performance bonds for any specific work authorization for which the cost equals or exceeds $100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization provided on the forms attached.

The surety or sureties must be a company or companies satisfactory to GRU. In accordance with Florida Statutes, a person entering into a contract with GRU for the construction of a public building or repairs to a public building or a public work is required, prior to commencing Work, to execute and record in the public records of Alachua County, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as a surety.

14.0 INSURANCE.

Contractor must meet the minimum insurance requirements at all times as required by law and GRU. Contractor must notify GRU of any changes in coverage within seven (7) business days. Failure to maintain minimum coverage may result in breach of Contract. Contractor will procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

15.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts stated below:

Commercial General Liability	$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	$500,000 per Accident $500,000 Disease, Policy Limit $500,000 Disease, Each Employee

Excess Liability $1,000,000

16.0 WARRANTY.

Contractor shall warrant all Work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, and reasonable time shall constitute no later than 45 calendar days, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to GRU.

17.0 LOCAL PREFERENCE.

Local Preference does not apply.

18.0 LIVING WAGE ORDINANCE.

Living Wage Ordinance does not apply.

19.0 SUBCONTRACTORS.

Subcontractors are permitted.

20.0 PRODUCT SUBMITTALS.

The following submittals shall be provided to GRU for review and approval.

20.1 Certifications- Required with Solicitation:

20.1.1 Submit proof of all Contractor Qualifications specified in 2.1.1. of the Special Conditions with your solicitation response.

20.2 After Award of Solicitation:

20.2.1 The following project specific submittal information shall be provided a minimum of 14 calendar days before Work is to occur.

A. Project specific guidelines and recommendations describing Work locations, Work scope, potential complications, schedule, expected restorations.

B. Proof of any required federal, state or local permits or licenses necessary for the project.

C. Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.

D. Written warranty.

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TECHNICAL SPECIFICATIONS / STATEMENT OF WORK

PART 1 – GENERAL

1.1 SCOPE OF WORK

The Work is summarized as follows: furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations using a 100% solids epoxy lining system, a 100% calcium aluminate fiber reinforced cementitious monolithic coating, or a composite liner system utilizing both cementitious and epoxy systems.

1.2 REFERENCES

A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars

B. ASTM C293 – Flexural Strength of Concrete

C. ASTM C321 – Bond Strength of Chemical Resistant Mortars

D. ASTM C666 – Resistance of Concrete to Rapid Freezing / Thawing

E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement

F. AASHTO –T277 – Rapid Chloride Permeability of Cement

G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test

H. ASTM D638 - Tensile Properties of Plastics.

I. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.

J. ASTM D695 - Compressive Properties of Rigid Plastics.

K. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.

L. ASTM D2584 - Volatile Matter Content.

M. ASTM D2240 - Durometer Hardness, Type D.

N. ASTM D543 - Resistance of Plastics to Chemical Reagents.

O. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.

P. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.

Q. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

R. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface Preparation of Concrete.

S. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

T. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

U. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

V. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete

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PART 2 – MEASUREMENT AND PAYMENT

Item 1, Mobilization/Demobilization Work: This item shall include all Work necessary to mobilize to site with equipment necessary to successfully complete the Work. This includes insurance, permitting, travel to site, demobilization. 70% will be paid upon mobilization to the project site, 30% will be paid upon demobilization with all equipment removed from site.

Item 2a, Removal of Existing Coating (Water Blast): This item shall include all Work necessary to remove existing applied coatings. This includes labor, material, and equipment to water blast the existing coating, remove residual material and dispose of properly.

Item 2b, Removal of Existing Coating (Sand Blast): This item shall include all Work necessary to remove existing applied coatings. This includes labor, material, and equipment to sand blast the existing coating, remove blasting and residual material and dispose of properly.

Item 3, Demolition of Existing Mechanically Fastened Liner: This item shall include all Work necessary to remove the existing mechanically fastened liner. This includes labor, material, and equipment to penetrate and cut the existing liner, remove the liner, address fasteners in structure, and dispose of demolished materials properly.

Item 4a, Epoxy Only: This item shall include all Work necessary to install epoxy lining in a manhole or lift station. This includes plugging of infiltration with a dry pack product, surface preparation in accordance with manufacturer's recommendations, prime coats (if required), finishes coats, and required testing. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 4b, Cementitious Only: This item shall include all Work necessary to install cementitious lining in a manhole or lift station. This includes plugging of infiltration with a dry pack product, surface preparation in accordance with manufacturer's recommendations, prime coats (if required), finishes coats, and required testing. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 5, Composite Level 1: This item shall include all Work necessary to install cementitious and epoxy lining in a manhole or lift station. This includes plugging of infiltration with a dry pack product, surface preparation in accordance with manufacturer's recommendations, prime coats (if required), finish coats, and required testing. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 6, Composite Level 2: This item shall include all Work necessary to install cementitious and epoxy lining in a manhole or lift station. This includes plugging of infiltration with a dry pack product, surface preparation in accordance with manufacturer's recommendations, prime coats (if required), finishes coats, and required testing. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 7, Composite Level 3: This item shall include all Work necessary to install cementitious and epoxy lining in a manhole or lift station. This includes plugging of infiltration with a dry pack product, surface preparation in accordance with manufacturer's recommendations, prime coats (if required), finish coats, and required testing. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 8, ½-inch Supplemental Cementitious Coating: This item shall include all Work necessary to install additional cementitious lining in any condition manhole or lift station. This includes labor, material, and equipment for application in accordance with the manufacturer's recommendation. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Item 9, 50 mil Supplemental Epoxy Top Coat: This item shall include all Work necessary to install additional epoxy lining in any condition manhole or lift station. This includes labor, material, and equipment for application in accordance with the manufacturer's recommendation. This item will be paid for based on the number of square feet of coating installed and verified by GRU as complete.

Items 10 through 12, Rebuild Existing Manhole Bench and Channel (4', 5', 6' Dia Manhole): This item shall include all Work necessary to rebuild existing manhole benches. This includes removing or demolishing existing bench/channel material, cleaning and water blasting the area, build up material, final patching or repair material, and trowel finishing. The item will be paid for based on each bench and/or channel repair that is verified by GRU as complete.

Item 13, Chemical Grouting of Structures: This item shall include all Work necessary to stop groundwater infiltration by chemical grouting. This includes labor, material, and equipment to evaluate infiltration, drill holes, inject grout, monitor injection, verify stoppage of infiltration, cleaning drill holes, and patching with mortar. This item will be paid for based on the number of packaged gallons injected which were required to stop infiltration.

Item 14, Remove and Install New Manhole Frame and Cover: This item shall include all Work necessary to remove, repair, and install a new manhole frame and cover. This item shall include saw cutting existing asphalt or concrete and disposing of material (in paved areas only), any required excavation, manhole wall and frame preparation, install new frame and cover (material supplied by GRU), removal and off-site disposal of existing materials, backfilling and compaction per GRU standard specifications and construction details, accessing manholes as specified, coordination with and location of existing utilities, and for all else incidental thereto for which separate payment is not provided under other bid items. This item will be paid for based on the number of new frame and covers installed and verified by GRU as complete.

Item 15, Reset Existing Manhole Frames and Cover: This item shall include all Work necessary to remove, repair, and reinstall existing manhole frame and cover. This item shall include saw cutting existing asphalt or concrete and disposing of material (in paved areas only), any required excavation, manhole wall and frame preparation, cleaning of existing frame and cover, reinstallation of frame and cover, removal and off-site disposal of existing materials, backfilling and compaction per GRU standard specifications and details, accessing manholes as specified, coordination with and location of existing utilities, and for all else incidental thereto for which separate payment is not provided under other bid items. This item will be paid for based on the number of existing frame and covers reinstalled and verified by GRU as complete.

Item 16, Remove Existing Manhole Steps: This item shall include all Work necessary to remove existing manhole steps. This includes labor, material, and equipment for removing the steps, properly disposing of material, chipping and repairing concrete. This item will be paid for based on the number of complete sets of steps per location removed and verified by GRU as complete.

Item 17, Manhole Bypass Pumping (6" Quiet Flow, 500GPM): This item shall include all Work necessary to install and maintain bypassing operations for gravity or force mains around structures where Work is occurring. This includes labor, material, and equipment required to operate the system, personnel to monitor the system, stand-by systems, and consumables. This item will be paid for based on the number of days that the bypass system is operational, as verified by GRU. Contractor will not be compensated for days required due to issues related to Contractor delays.

Item 18, Manhole Bypass Pumping (8" Quiet Flow, 500GPM): This item shall include all Work necessary to install and maintain bypassing operations for gravity or force mains around structures where Work is occurring. This includes labor, material, and equipment required to operate the system, personnel to monitor the system, stand-by systems, and consumables. This item will be paid for based on the number of days that the bypass system is operational, as verified by GRU. Contractor will not be compensated for days required due to issues related to Contractor delays.

Item 19, Manhole Bypass Pumping (10" Quiet Flow, 500GPM): This item shall include all Work necessary to install and maintain bypassing operations for gravity or force mains around structures where Work is occurring. This includes labor, material, and equipment required to operate the system, personnel to monitor the system, stand-by systems, and consumables. This item will be paid for based on the number of days that the bypass system is operational, as verified by GRU. Contractor will not be compensated for days required due to issues related to Contractor delays.

Item 20, Maintenance of Traffic (Residential): This item shall include all Work necessary to design, install, and maintain maintenance of traffic in accordance with applicable local or adopted standards. This item will be paid for the number of days the MOT equipment and/or personnel are on site. The Work is considered to begin with placing of the first MOT device in service and end when the devices are removed from service. Contractor will be paid for full day units as long as Contractor is performing Work that requires MOT to be set up for more than 1 hour.

Item 21, Maintenance of Traffic (City, County, or State Roads): This item shall include all Work necessary to design, install, and maintain maintenance of traffic in accordance with applicable local or FDOT standards. This item will be paid for the number of days the MOT equipment and/or personnel are on site. The Work is considered to begin with placing of the first MOT device in service and end when the devices are removed from service. Contractor will be paid for full day units as long as Contractor is performing Work that requires MOT to be set up for more than 1 hour.

Item 22, Sod Restoration: This item shall include all Work necessary to install sod. This includes labor, material, and equipment for preparing the soil, providing and laying sod, fertilizing, and watering. Contractor will be responsible for establishing sodded or seeded areas until the Owner has accepted the Work in the area and there are no further anticipated disturbances. This item will be paid for the number of square yards of sod installed complete.

Item 23, Concrete Restoration: This item shall include all Work necessary to restore concrete pavement, sidewalk, curb, and other concrete surfaces or structures to original condition. This includes labor, material, and equipment for demolition of concrete, installation of forms, placement of rebar, placement of concrete, concrete finishing, curing, and stripping of forms. This item will be paid for the number of cubic yards installed complete. The volume should be rounded up to the nearest half cubic yard.

Item 24, Asphalt Restoration: This item shall include all Work necessary to replace asphalt surfaces to original condition. This includes labor, material, and equipment to saw cut asphalt, obtain compaction as required by GRU standards, prepare sub-base and base, install asphalt according to local standards. This item will be paid for the number of square yards of asphalt restoration complete. Contractor will not be compensated for repairs not directly related to the Work.

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PART 3 – MANHOLE AND LIFT STATION CONDITION ASSESSMENT

3.1 GENERAL

A. It is the intent of this project to develop a cost effective means of providing structural restoration for sewer manhole and lift station structures. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole and lift station structure.

B. Condition Assessment and determination of the appropriate and selected manhole and lift station repair method shall be determined by joint agreement of both Contractor and GRU prior to commencement of Work.

3.2 QUALIFICATION OF MANHOLE AND LIFT STATION STRUCTURAL CONDITION

A. **Condition I Manholes & Lift Stations**

The manhole or lift station is either a newly installed pre-cast or poured in place concrete structure. The structure shall have a smooth and uniform interior surface profile and shall exhibit no signs of active groundwater infiltration or corrosion.

B. **Condition II Manholes & Lift Stations**

The manhole or lift station is considered fundamentally sound with no indication of settlement, cracking, or other signs of structural fatigue. The structure may exhibit evidence of some minor corrosion in brick mortar joints and/or on pre-cast substrate areas. Rate of corrosion should be less than 0.25 inches for every 10 years of service life. The structure may also exhibit signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. The existing manhole and lift station structure should be sufficient to sustain and support both soil and live loading.

C. **Condition III Manholes & Lift Stations**

The manhole or lift station may exhibit any or all elements identified under condition II. Further, the structure is exhibiting early signs of structural fatigue evidenced by minor cracks, loss of mortar or brick, and evidence of moderate sulfide corrosion attack. Rate of corrosion should be less than 0.25 inches for every 10 years of service life. The manhole or lift station may exhibit minor cross sectional distortion; however, the structure is still supporting the soil and live loads.

D. **Condition IV Manholes & Lift Stations**

The manhole or lift station may exhibit any or all elements identified under Condition III. Further, the structure is exhibiting signs of severe structural fatigue and potential collapse and/or structural failure. Conditions indicating this degree of structural deterioration would be corrosive degradation greater than 1.0 inch in the mortar joints and pre-cast surface areas. The structure may exhibit loose and/or missing brick, exposed rebar or wire mesh reinforcement, and / or distortion of the original manhole or lift station dimensions.

3.3 APPROPRIATE CONDITION BASED REPAIR METHODS

Condition Description	Rehabilitation Level	Cementitious (thickness)	Epoxy (thickness)
Condition I	Epoxy Only		150 mils
Condition I	Cementitious Only	0.5-inch	
Condition II	Composite Level 1	0.5-inch	150 mils
Condition III	Composite Level 2	1-inch	150 mils
Condition IV	Composite Level 3	1.5-inches	250 mils

Should some specific applications warrant the use of additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious and/or epoxy materials may be increased incrementally per the line item for supplemental materials in the Contract unit price bid in the itemized Proposal for each square foot of cementitious and/or epoxy that is installed. Any use of supplemental materials must receive approval from GRU prior to commencement of Work.

Manholes or lift stations with severe exposure to corrosion maybe requested to receive a more significant repair method or additional material at GRU's request. The alternate repair method should be paid under the rehabilitation condition item most consistent with the repair completed. Any additional cementitious or epoxy layers should be paid pursuant to the incremental increase items.

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PART 4 - PRODUCTS

4.1 EXISTING PRODUCTS

A. Standard Portland cement or new concrete (not quick setting high strength cement) must be cured for more than 28 days prior to application of the epoxy coating on all Condition I manhole or lift station structures.

B. Cementitious patching and repair materials shall not be used unless proof of suitability and procedures for top coating with an epoxy coating are approved in writing by the epoxy coating manufacturer. Project specific submittals should be provided in accordance with section 1.9 including application cure time and surface preparation procedures that permit optimum bond strength with the epoxy coating.

C. Remove existing coatings prior to application of the new cementitious lining and/or epoxy coating. Contractor is to maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation and compatibility with potential existing coating residuals.

4.2 CEMENTITIOUS & EPOXY COATING MANUFACTURERS

A. Cementitious:

Quadex Aluminaliner by Quadex, Inc.
Raven 705CA by RLS Solutions, Inc.
SewperCoat PG by Kerneos, Inc.
Or approved equal

B. Epoxy:

Quadex Structure Guard Epoxy by Quadex, Inc.
Raven 405 by RLS Solutions, Inc.
Or approved equal

4.3 REPAIR MATERIALS

A. Patching and infiltration control repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by Owner and Contractor. Repair materials must be compatible for use with the specified cement and/or epoxy system and shall be applied in accordance with the manufacturer's recommendations.

B. The following products may be accepted and approved as compatible repair and infiltration materials for use within the specifications:

(1) Infiltration Control

All fast setting infiltration control materials furnished shall be designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex Quad-Plug or Raven 715 Plug. No Exceptions.

(2) Invert Repair and Patching

All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform or Raven 700 product. No Exceptions.

4.4 CEMENTITIOUS LINER MATERIAL

A. Structurally enhanced cementitious manhole liner system
Factory blended, one component, fiber reinforced, fused calcium aluminate mortar enhanced with a monocrystalline quartz aggregate.

B. **Cementitious Liner Properties:**

Product type	Fused calcium aluminate cement
Color	Gray (cured)
Compressive Strength	>7000
Flexural Strength	>1100
Freeze Thaw	No visible damage / 300 cycles
Shrinkage	0%

4.5 EPOXY COATING

Epoxy coating system: 100% solids, solvent-free two-component epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications.

Product type	Amine cured epoxy
Color	Light blue
Solids Content (vol %)	100
Mix Ratio	3:1
Compressive Strength,	psi 15,000
Tensile Strength, psi	5,600
Tensile Elongation, %	4.8
Flexural Strength, psi	11,000
Hardness, Type D	83
Bond Strength - Concrete	>Tensile Strength of
Concrete	
Chemical Resistance:	
Severe Municipal Sewer:	All types of service

4.6 CEMENTITIOUS LINING APPLICATION EQUIPMENT

Manufacturer approved low-velocity cementitious wet spray system (no gunite) or centrifugal spin-cast system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer and progressive cavity (rotor/stator) style mortar pump.

4.7 EPOXY COATING APPLICATION EQUIPMENT

. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified epoxy coating.

PART 5 – EXECUTION

5.1 DEMOLITION

A. Removal of Existing Coating: Remove existing coatings using water blasting with a minimum of 5000 psi nozzle pressure. Remove coating to the extent required by the manufacturer of the product to be subsequently applied. If water blasting is not sufficient to remove the coating, sand blasting shall be provided to complete the removal to the manufacturer's requirements. All debris shall be removed from the manhole or lift station and disposed of properly. If debris is created in an active lift station, provisions must be made to protect pumps from damage from debris.

B. Demolition of Existing Mechanically Fastened Liner: Remove existing liner by drilling or penetrating liner if necessary, cut liner in to manageable sections, and remove from manhole or lift station. Grind flush fasteners flush to structure and leave roughened. If debris is created in an active lift station, provisions must be made to protect pumps from damage from debris.

5.2 SURFACE PREPARATION

A. Contractor shall inspect all specified surfaces prior to surface preparation. Contractor shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.

B. Contractor personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.

C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced with like materials as determined by Owner.

D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with ¼-inch amplitude profile and porosity to provide a strong bond between the repair materials and the substrate.

E. Infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. All costs associated with the dry powder infiltration control materials shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate payment item based on the Contract unit price bid in the Itemized Proposal for each grouting application.

F. All surfaces shall be examined by GRU's Inspector both during and after preparation and before the repair material is applied.

5.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material

will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer. GRU system water is available for mixing; however, Contractor is responsible for transporting water to the required location either by hose connection or water truck.

B. Once materials have been mixed to an appropriate consistency, caution should be taken as to not over mix the mortar material.

C. The surface prior to application of the cementitious liner shall be clean and free of all foreign material (ref. Section 4.2) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.

D. Wooden covers and/or any other Owner approved shielding mechanism shall be placed over the manhole or lift station invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.

E. Spraying or centrifugal spincasting of the cementitious liner material shall be performed by starting at the junction of the manhole or lift station wall and bench and progressing up the structure wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness of 1 inch. Should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications not to exceed 1-inch thickness.

F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the structure wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to over trowel the material.

G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch. Using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The material on the bench area should be finished in such a manner as to provide for proper drainage without ponding.

H. Immediately upon completion of the troweling phase, a wet-brush finish shall be applied to all surface areas of the cementitious liner material.

I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.

J. The liner material, once placed, shall cure for the full time recommended by the manufacturer before being subjected to active flow or surcharge.

K In high traffic areas, the manhole should be barricaded and traffic removed for the full amount of cure time recommended by the material manufacturer after application is complete.

L. Contractor is responsible for field application adjustments required due to weather including but not limited to humidity, sunlight, temperature, and wind.

M. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature at time of the application below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.

N. Payment will be made on the basis of the Contract unit price bid in the Itemized Proposal for each square foot of cementitious liner material that is successfully installed.

5.4 APPLICATION OF EPOXY COATING MATERIAL

A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray equipment.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.

C. Testing for soundness of substrate: upon completion of initial surface preparation, Contractor shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required by Contractor. Contractor shall retest until a screwdriver is no longer able to scratch the surface.

D. Testing for contaminants: a water drop test shall be used to test the surface for the hydrophobic contaminants. Contractor shall place a drop of water on the surface in at least four representative locations in the structure and its wetting behavior shall be observed. If the water droplet flattens out and "wets out" the surface, it is likely the surface is not contaminated. If the water droplet beads up and does not "wet out" the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants Contractor shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the structure, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, Contractor shall retest the contaminated areas using the water drop test until the contaminants are gone.

E. Ambient conditions: Contractor shall record air temperature inside the structure and prevailing weather conditions at the time of coating application.

F. Specified and properly prepared surfaces shall be coated by roller or spray application of moisture tolerant, solvent-free, 100% solids, epoxy primer as further described herein. Application shall cover all specified surfaces to a minimum dry film thickness of 150 mils.

G. During application, Contractor shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, to ensure uniform thickness during application.

H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.

I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these technical specifications.

J. Payment will be made on the basis of the unit price bid in the Itemized Proposal for each square foot of epoxy coating material that is installed and verified by GRU as complete.

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PART 6 – ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

6.1 BYPASS PUMPING

A. If warranted to facilitate any aspect of the manhole restoration process, Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. Contractor shall also provide and set-up a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies.

B. Any requirement for bypass pumping shall be submitted by Contractor to GRU for approval prior to commencement of actual sewer bypass. GRU shall have sole discretion in determining the necessity for any bypass pumping. No manhole bypass pumping shall be initiated, performed or executed without prior approval of GRU.

C. Lift Stations may not be bypassed. The Work must be performed while keeping the lift station in service. GRU personnel will monitor and maintain the wet well level at the lowest allowable level.

6.2 RESETTING OF EXISTING MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by GRU, some manholes will require Contractor to perform a grade adjustment and/or resetting of the existing manhole cover frame assembly prior to manhole liner installation. This Work shall involve both unpaved and paved areas.

B. All labor, materials, equipment required to reset existing frames and covers in unpaved or paved areas shall be provided by Contractor.

C. This item shall include saw cutting existing asphalt or concrete and disposing of material (in paved areas only), any required excavation, manhole wall and frame preparation, cleaning of existing frame and cover, removal and off-site disposal of existing materials, backfilling and compaction per GRU standard specifications and details, accessing manholes as specified, coordination with and location of existing utilities, and for all else incidental thereto for which separate payment is not provided under other bid items

6.3 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by GRU, some manholes will require Contractor to remove and replace the existing manhole cover frame assembly prior to manhole liner installation. This Work shall involve both unpaved and paved areas.

B When manhole cover frame assembly replacement is required, the new manhole cover frame assembly shall be provided to Contractor by GRU.

C. All additional materials, equipment, and Work required to replace the existing manhole cover frame assembly shall be provided by Contractor.

D. This item shall include saw cutting existing asphalt or concrete and disposing of material (in paved areas only), any required excavation, manhole wall and frame preparation, new

frame and cover, removal and off-site disposal of existing materials, backfilling and compaction per GRU standard specifications and details, accessing manholes as specified, coordination with and location of existing utilities, and for all else incidental thereto for which separate payment is not provided under other bid items.

6.4 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

A. If warranted and specified by GRU, some manholes will require Contractor to perform a rebuild of the existing manhole bench and invert channel prior to manhole liner installation.

B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.

C. This item includes all materials, equipment, and Work required to rebuild existing manhole bench areas. All manhole bench and invert channel repairs shall be approved by GRU prior to commencement of Work.

D. Prior to repairs, flow through the manhole shall be arrested via the use of either pipe plugs, flow-through plugging systems, or manhole by-pass pumping (ref. Section 5.1) as required.

E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 5000 psi hydrablast.

F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert at a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.

G. Care should be taken in the finishing of invert channel so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.

H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.

6.5 REMOVAL OF EXISTING MANHOLE STEPS

A. All existing manhole steps shall be removed prior to the application of manhole liner materials. This removal is to prevent potential injury resulting from unauthorized or improper manhole entry, as well as to better facilitate a monolithic seal within the manhole structure.

B. Manhole steps may be demolished and removed using a grinding wheel. Effort should be made to minimize or eliminate any remaining or exposed remnants of the steps on the surface of the manhole walls.

C. Remaining exposed steel shall be cut back a minimum of 2" from the existing wall surface and the wall shall be restored with the appropriate cement before the liner is placed.

6.6 CHEMICAL GROUTING OF MANHOLES & LIFT STATIONS

A. Manholes and lift stations that exhibit moderate to severe groundwater infiltration may require the use of chemical injection grouting to arrest leakage prior to rehabilitation. Contractor will identify said structures to GRU for approval of the grouting procedure prior to commencement of Work.

B. Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with the grout manufacturer's recommendations.

C. The following properties shall be exhibited by the chemical injection grout.

(1). Documented service of satisfactory performance in similar usage.

(2). Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.

(a). Resistance to chemicals: to most organic solvents. Mild acids and alkali.

(b). The chemical shall be essentially non-toxic in a cured form.

(3). Sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand freeze/thaw and moving load conditions.

(4). Acrylate grouts shall not be used.

D. Mixing and handling of chemical grout, which may be toxic under certain conditions shall be in accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subject to the approval of GRU. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

E. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.

F. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be repeated until the manhole is externally sealed with grout.

G. Grouting from the ground surface shall not be allowed.

H. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel.

Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.

6.6 MAINTENANCE OF TRAFFIC

A. Maintenance of Traffic (MOT) shall be provided in accordance with FDOT standards and applicable local standards. Contractor is responsible for obtaining an MOT permit from the applicable agency at locations where the Work is being performed. Contractor will be required to provide all requirements of the permit including design of MOT plans.

B. During the Work, Contractor shall provide the required MOT Site Superintendent with the associated certificate. The MOT site superintendent shall be able to present proof of qualification upon request at any time.

C. A copy of all permits and MOT plans must be provided to GRU at least 10 work days before Work is planned to begin.

6.6 RESTORATION

A. **Sod**: Contractor is required to sod all disturbed grass areas. The sod type shall match the existing type. Contractor may be allowed to provide Bahia seed with Owner approval. Sod must be weed free and not be dormant. Sod maintenance shall be in accordance with recommendations from the local agricultural extension office. Contractor will be responsible for establishing sodded or seeded areas until GRU has accepted the Work in the area and there are no further anticipated disturbances.

B. **Concrete**: Contractor shall restore all concrete items (curb, gutter, sidewalk, etc.) to their original condition. Concrete placed shall meet GRU as well as local accepted standards for the item being replaced. Contractor will be paid for repairs directly related to the Work. Contractor will be responsible for damages to concrete from equipment or personnel not directly required by the Work as determined by GRU.

C. **Asphalt**: Contractor shall restore all asphalt areas items to their original condition. Asphalt placed shall meet GRU as well as local accepted standards or replace existing, whichever is more. Contractor will be paid for repairs directly related to the Work. Contractor will be responsible for damages not required by the Work as determined by GRU.

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PART 7 - INSPECTION AND PERFORMANCE TESTING

7.1 PROTECTIVE LINER INSPECTION

After the specified repair and rehabilitation Work has been completed, the manhole or lift station shall be visually reviewed and tested by Contractor in the presence of the owner. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the owner's satisfaction. There shall be no visible infiltration.

7.2 PROTECTIVE LINER PERFORMANCE TESTING

A. In addition to the visual inspection, each completed manhole will be subjected to the following in-field performance testing requirements as a prerequisite for approval of payment.

B. The applicable and required performance testing method will be dependent upon the appropriate Condition Assessment based repair method.

C. All labor, equipment, and materials associated with the prescribed performance testing requirements shall be at the sole expense of Contractor.

7.3 VACUUM TESTING

A. Some applications will be required to withstand vacuum testing. The testing will be at the Owner's request. Vacuum testing shall be per ASTM Designation C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test. Condition II manholes shall not be subjected to vacuum testing.

B. All pipes entering the manhole should be plugged, taking care to securely brace the plug from being drawn into the manhole.

C. A vacuum pump apparatus shall be placed onto the manhole ring and sealed to the structure in accordance with the pump manufacturers' recommendations. A vacuum pump of ten (10) inches of mercury shall be drawn and the vacuum pump shut off.

D. With the pressure relief valves closed, the time shall be measured for the vacuum to drop to nine (9) inches. The following table depicts the minimum allowable test times (in seconds) for manhole acceptance at the specified vacuum drop.

Manhole Depth	**Manhole Diameter**		
(feet)	**48-inch**	**60-inch**	**72-inch**
4	16	10	13
8	32	20	26
12	48	30	39
16	64	40	52

20	80	50	65
24	96	60	78
Add for 2ft more depth	5	6.5	8

E. Manholes that fail the vacuum test shall be reworked and re-tested by Contractor at no additional compensation until the test is passed. Any manholes that are visually leaking or otherwise deemed unacceptable, or fail or vacuum test, shall be completely re-sprayed and re-tested until accepted by GRU.

7.4 HOLIDAY TESTING

A. All applications (epoxy coating installations) shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.

B. Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of the GRU Inspector.

C. After the epoxy coating has set hard to the touch, surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.

D. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).

E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material of the same color can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating manufacturer's recommendations.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

VACVISION ENVIRONMENTAL LLC

BY: _____
Benjamin T. Roese
Managing Member

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

BY: _____
Ronald G. Herget, P.E.
Interim Water/Wastewater
Assistant General Manager

Approved as to form and legality:

_____ 10/16/14
Shayla L. McNeill
Utilities Attorney

Utilities Purchasing Representative:

_____ 10-16-14
Dana L. Gauthier, C.P.M.
Senior Buyer

List of Attachments

ATTACHMENT A – Contractor's Pricing Response Form

ATTACHMENT B – Contractor's Certifications

PRICING RESPONSE FORM

Item	Description	Contract Unit Price	Unit		Quantities listed are for bid evaluation purposes only	Evaluated Bid Price
	MOBILIZATION					
1	MOBILIZATION/DEMOBILIZATION (FOR TASK ASSIGNMENTS < $10,000)	$1500	EA		1	$1500
	DEMOLITION					
2a	REMOVAL OF EXISTING COATING (WATER BLASTING)	$1	SF		250	$250
2b	REMOVAL OF EXISTING COATING (SAND BLASTING)	$5	SF		250	$1250
3	DEMOLITION OF EXISTING MECHANICALLY FASTENED LINER	$9	SF		250	$2250
	CEMENTITIOUS AND EPOXY LINER SYSTEM INSTALLATION					
4a	EPOXY ONLY	$14	SF		250	$3500
4b	CEMENTITIOUS ONLY	$10	SF		250	$2500
5	COMPOSITE LEVEL 1	$21.50	SF		250	$5375
6	COMPOSITE LEVEL 2	$23	SF		250	$5750
7	COMPOSITE LEVEL 3	$27	SF		250	$6750
8	½-INCH SUPPLEMENTAL CEMENTITIOUS COATING	$3	SF		250	$750
9	50 MIL SUPPLEMENTAL EPOXY TOP COAT	$6	SF		250	$1500

	REPAIR OR MODIFICATION OF EXISTING STRUCTURES					
10	REBUILD EXISTING MANHOLE BENCH AND CHANNEL (4' DIA MANHOLE)	$200	EA		1	$200
11	REBUILD EXISTING MANHOLE BENCH AND CHANNEL (5' DIA MANHOLE)	$200	EA		1	$200
12	REBUILD EXISTING MANHOLE BENCH AND CHANNEL (6' DIA MANHOLE)	$350	EA		1	$350
13	CHEMICAL GROUTING OF STRUCTURES	$200	GAL		1	$200
14	REMOVE AND INSTALL NEW MANHOLE FRAME AND COVER	$900	EA		1	$900
15	RESET EXISTING MANHOLE FRAMES AND COVER	$675	EA		1	$675
16	REMOVE EXISTING MANHOLE STEPS	$25	EA		1	$25
	BYPASS PUMPING AND MAINTENANCE OF FLOWS					
17	MANHOLE BYPASS PUMPING (6" QUIET FLOW, 500GPM)	$1000	DY		1	$1000
18	MANHOLE BYPASS PUMPING (8" QUIET FLOW, 500GPM)	$1200	DY		1	$1200
19	MANHOLE BYPASS PUMPING (10" QUIET FLOW, 500GPM)	$1400	DY		1	$1400
	MAINTENANCE OF TRAFFIC AND SURFACE RESTORATION					
20	MAINTENANCE OF TRAFFIC (RESIDENTIAL)	$5	DY		1	$5
21	MAINTENANCE OF TRAFFIC (CITY, COUNTY OR STATE ROADS)	$500	DY		1	$500
22	SOD RESTORATION	$1	SY		12	$12
23	CONCRETE RESTORATION	$135	CY		2	$270

24	ASPHALT RESTORATION	$40	SY		12	$480
	SUM OF TOTAL BID PRICE FOR COLUMNS 1THROUGH 24					$38,792

MATERIAL SUPPLIERS	
CEMENTITIOUS MATERIAL SUPPLIER	(SEWPERCOAT) QUADEX RAVEN OTHER
EPOXY MATERIAL SUPPLIER	(QUADEX) RAVEN OTHER

QUADEX
SEWER RESTORATION PRODUCTS

QUADEX, INC. CERTIFIES THAT

QUADEX
SEWER RESTORATION PRODUCTS

VACVISION ENVIRONMENTAL INC

HAS BEEN DULY TRAINED IN THE HANDLING, MIXING, AND INSTALLATION OF THE QUADEX SEWER RESTORATION PRODUCTS AND IS A MEMBER OF THE

QUADEX CERTIFIED APPLICATOR NETWORK

QUADEX
SEWER RESTORATION PRODUCTS

QUADEX
SEWER RESTORATION PRODUCTS

ATTACHMENT B

ATTACHMENT B

kerneos
ALUMINATE TECHNOLOGIES

February 4, 2014

VACVISION ENVIRONMENTAL LLC

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that VacVision Environmental has demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Their personnel have experience with cememtitious rehabilitation work and have successfully sprayed manholes, wet wells, and lift stations with this process.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. VacVision Environmental is included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES, AND VACVISION ENVIRONMENTAL LLC. (A VORTEX COMPANY), FOR SEWER MANHOLE AND LIFT STATION LINING

THIS FOURTH AMENDMENT is made and entered into this 06th day of September, 2018, by and between the **CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES (GRU)**, a Florida municipal corporation, and **VACVISION ENVIRONMENTAL LLC. (A VORTEX COMPANY)** ("Contractor"), a Florida corporation, authorized to do business in the State of Florida, individually referred to as "**Party**" or collectively referred to as "**Parties**", respectively.

WHEREAS, the Parties entered into a contract ('Initial Contract") on October 27th, 2014 with a termination date of October 27th, 2017, for sewer manhole and lift station lining on an as needed basis; and

WHEREAS, on August 25th, 2016, the Parties executed Amendment One for additional services for pressure testing and grouting of sewer joints, laterals, and lateral connections; and

WHEREAS, the Initial Contract provides for two (2) one (1) year extensions upon mutual agreement of the Parties and negotiation of the pricing and terms; and

WHEREAS, GRU and the Contractor desire to exercise the second and final extension in order to continue the Initial Contract for one more year for the aforementioned services and shall expire on October 27th, 2019.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. Contractor shall continue to provide sewer manhole and lift station lining on an as needed basis in accordance with the terms and conditions of the Initial Contract.

2. Contractor shall continue to provide additional services for pressure testing and grouting of sewer joints, laterals, and lateral connections pursuant to the First Amendment.

3. All other terms and conditions of the Initial Contract, except as modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written in two counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

VACVISION ENVIRONMENTAL, LLC.
(A VORTEX COMPANY)

BY: _____
Wesley A. Kingery
Executive Vice President

CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: _____ 09/13/18
Anthony Cunningham
Water/Wastewater Officer

Approved as to form and legality:

_____
Keino Young
Utilities Attorney

Utilities Purchasing Representative:

_____
Clint Lockhart-Senior Buyer

ATTACHMENT A

PRICING RESPONSE FORM

Item	Description	Contract Unit Price	Unit		Quantities listed are for bid evaluation purposes only	Evaluated Bid Price
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17	MANHOLE BYPASS PUMPING (6" QUIET FLOW, 500GPM)	$1000	DY		1	$1000
18	MANHOLE BYPASS PUMPING (8" QUIET FLOW, 500GPM)	$1200	DY		1	$1200
19	MANHOLE BYPASS PUMPING (10" QUIET FLOW, 500GPM)	$1400	DY		1	$1400
	MAINTENANCE OF TRAFFIC AND SURFACE RESTORATION					
20	MAINTENANCE OF TRAFFIC (RESIDENTIAL)	$5	DY		1	$5
21	MAINTENANCE OF TRAFFIC (CITY, COUNTY OR STATE ROADS)	$500	DY		1	$500
22	SOD RESTORATION	$1	SY		12	$12
23	CONCRETE RESTORATION	$135	CY		2	$270

24	ASPHALT RESTORATION	$40	SY		12	$480
	SUM OF TOTAL BID PRICE FOR COLUMNS 1THROUGH 24					$38,792

MATERIAL SUPPLIERS	
CEMENTITIOUS MATERIAL SUPPLIER	SEWPERCOAT QUADEX RAVEN OTHER
EPOXY MATERIAL SUPPLIER	QUADEX RAVEN OTHER

RESOLUTION NO. 2019-059

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 MANHOLE REHABILITATION, PROJECT NO. WS19MH, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10.6% 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 June 26, 2019, the City Council authorized the City Manager to proceed with the Manhole Rehabilitation, Project No. WS19MH, 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 Manhole Rehabilitation, Project No. WS19MH, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $135,633.20 and allows for contingency in the amount of $14,366.80 (approximately 10.6%) set aside for possible change orders, for a total of $150,000 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 26th day of June, 2019.

_____
Jake Williams, Jr., Mayor

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-281	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/7/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	To Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Manatee County Agreement.pdf Manatee County Contract Addendum #6.pdf Manatee County Contract Email Approval.pdf Sunstate Manatee County Price List.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 7, 2019
Agenda Date: June 26, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019.

BACKGROUND:

On November 28, 2018, City Council approved a blanket purchase order with Sunstate Meter Supply for water meter purchases up to the budgeted amount of $750,000. Due to the quantity of meters/registers withdrawn from the warehouse to support the radio read meter installation program, purchases have exceeded the approved amount. Staff is requesting approval to purchase up to an additional $200,000 in water meters and related parts from Sunstate Meter Supply for water meter purchases utilizing the Manatee County Agreement IFAS #T400065A through August 16, 2019. A change order is required to the original blanket purchase order #74016 to add funds of $200,000 for the remainder of FY19. As the change order and related additional purchase amount exceeds the original amount requested and the City Manager's approval authority, City Council approval is requested.

The meters will be purchased through the City's warehouse and held in inventory until they are installed. Ultimately, the meters will be expensed to the WFO Repairs and Maintenance account #

4025-0000-536.46-00 when they are issued out of inventory. Agenda item # 19-268 on the June 26, 2019 meeting includes a request to increase the repairs and maintenance account for this amount of $200,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	
Account Number	
Account Name	
Source of Funds	
Change Order Amount	$200,000
Original Purchase Order	74016
Original Purchase Order Amount	$750,000
Total number of change orders to date	1
Total amount in change orders to date	$200,000

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from Sunstate Meter and Supply, Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune potable water meters from Sunstate Meter and Supply, Inc., Newberry, Florida.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement for the purchase of ¾”-2” water meters utilizing the Manatee County, Florida, service agreement which was awarded to Sunstate Meter and Supply, Inc., a Florida corporation (and its subcontractor Neptune Technology Group, Inc.) on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc. (and its subcontractor Neptune Technology Group, Inc.) utilizing the Manatee County Service Agreement #T4000065 for the purchase of three-quarter-inch (3/4”) to two-inch (2”) water meters.

On November 28, 2018, City Council approved participation in a cooperative purchase agreement with Sunstate Meter and Supply, Inc. for water meter purchases utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019.

RECOMMENDED MOTION:

To Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019.

AGREEMENT FOR
HAND HELD METER READING SYSTEM WITH
AUTOMATIC METER READING (AMR) CAPABILITIES
BETWEEN SUNSTATE METER & SUPPLY, INC. and MANATEE COUNTY

THIS AGREEMENT is made by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as **"County"**, with offices located at 1112 Manatee Avenue West, Bradenton, FL 34205-7804 and Sunstate Meter & Supply, Inc. a Florida corporation, (and its subcontractor Neptune Technology Group Inc.) hereinafter referred to as **"Contractor"**, with offices located at 14001 West Newberry Road, Newberry, FL 32669.

WHEREAS, the **County** has determined that it is necessary, expedient and in the best interest of the **County** to retain **Contractor** to provide the hardware/software and professional services required for a hand held meter reading system with automatic meter reading capabilities; and

WHEREAS, the **Contractor** submitted a proposal, dated September 24, 2002 and subsequently made presentations and supplementary representations which were relied upon by the County in selecting the Contractor. The capacity of the Contractor to provide the necessary hardware and incorporated the software, is an essential relationship of trust and confidence between the **County** and the **Contractor**, and

WHEREAS, the **Contractor** shall provide the hardware and software to implement the system, and system software upgrades as detailed in this agreement; and

WITNESSETH: for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contractor shall comply with the following Exhibits which are attached and made a part of this Agreement:

Exhibit "1" - Scope of Services
Exhibit "2" - Initial System Project Phases and Payment Schedule
Exhibit "3" - Future Acquisition Pricing
Exhibit "4" - Software and Hardware Description
Exhibit "5" - Software License
Exhibit "6" - System Hardware and Operational Software
Exhibit "7" - System Support & Maintenance
Exhibit "8" - Sample "Work Assignment"

ARTICLE 2. SCOPE OF SERVICE.

This Agreement sets forth the terms and conditions pursuant to which the **County** retains the **Contractor** to provide the functionality described in Exhibit 1 which includes hardware and the professional services required to customize, tailor, enhance and implement the software, convert certain data and provide support for the software and training of personnel to provide **County** with a hand held meter reading system with automatic meter reading capabilities (hereinafter the "System"). The performance of this Agreement shall be in accordance with the phases described in Exhibit 1 attached hereto.

ARTICLE 3. CONTRACTOR'S INITIAL COMPENSATION AND PAYMENT.

The initial compensation to **Contractor** for the complete performance of the initial system installation shall not exceed **$398,177.00** unless additional payments are authorized in writing by the Board of County Commissioners.

Payment shall by made by **County** to **Contractor** in accordance with the fees and charges for each phase as provided in Exhibit 2 upon completion of each phase and acceptance by **County** and in accordance with the following:

a. **Contractor** shall submit an invoice on completion of each phase.

b. **County** shall have twenty (20) calendar days from the date the **Contractor** notifies the **County** that work is ready for evaluation, to advise **Contractor** of any work that is not accepted. If written notice of any work that is not accepted is not provided within such twenty (20) calendar-day period, all work covered by the phase shall be deemed accepted.

c. **County** shall, within forty-five (45) days after acceptance of the phase, pay **Contractor** the undisputed amount due.

The prices set forth in Exhibit 2 include all charges to be paid by **County**, including but not limited to (i) shipping charges; (ii) **Contractor's** time and material charges for all products and all services, including reasonable travel and living expenses; and (iii) all taxes, including sales taxes (however designated) paid or payable by **Contractor**. **County** is exempt from the payment of taxes and agrees to support any claim for tax exemption for purchases hereunder by providing **Contractor** with a copy of the applicable tax exemption certificate.

ARTICLE 4. CONTRACTOR'S FUTURE COMPENSATION

A. Compensation payable to the Contractor for services rendered and expenditures incurred in providing the services identified in Exhibit "1" shall be established for each written Work Assignment issued in accordance with Article 24.

B Compensation to the Contractor shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment as defined in Exhibit "1"

C. The prices as shown on Exhibit "3" shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INITIAL TIME FOR PERFORMANCE AND COMPLETION.

Exhibit 2 provides an estimated time for completion of each phase. If, at any time, **Contractor** is delayed in its performance and/or completion of a phase, including any delays caused by **County, Contractor** may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 and such extension shall be liberally granted by the **County's** Contract Manager, provided, however, the aggregate time for completion under this Agreement shall not exceed **135 calendar days** unless such delays are caused by **County**.

ARTICLE 6. DURATION OF THE AGREEMENT

Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for five (5) years from the date of its execution. However, the terms and conditions of this Agreement shall remain valid beyond one year until all Work Assignments authorized during the effective period of this Agreement have been completed.

This Agreement may be amended for two (2) additional periods, each of five (5) years. Any such amendment executed by both parties shall establish adjustments to the prices shown on Exhibit "3" as authorized by Article 25.

ARTICLE 7. SPECIFICATIONS AND REQUIREMENTS.

All third-party software shall conform to published specifications and written representations of the supplier. **Contractor** covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 4 [Software and Hardware Description] and such additional requirements as are developed by **County** and **Contractor** during Phase I.

ARTICLE 8. INITIAL SYSTEM ACCEPTANCE AND FINAL ACCEPTANCE.

Upon the completion of each phase, **Contractor** shall submit to **County** a request for acceptance statement that the **County** may approve or disapprove. A signed acceptance statement shall not relieve **Contractor** of any responsibility with respect to any products or services that are

defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

At the completion of **Phase II, County** will be provided ninety (90) days to operate and test the System. During the ninety (90) day period, **Contractor** shall furnish complete off-site telephone support in the form of consultation and/or remote diagnostic software support and hardware support within two (2) hours of the **County's** support request. If the error, defect or nonconformity cannot be corrected within normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.), **Contractor** shall provide on-site support service at the beginning of the next business day, or as otherwise agreed upon, including implementation of temporary procedures to sustain the System. The **Contractor** shall provide corrective measures for all reported errors within two (2) business days of the commencement of on-site service. If the System fails to meet the specifications and requirements provided for in this Agreement during the ninety (90) day period, **County** may, at **County's** option, request modification of the software to correct said failure(s); and/or termination of this Agreement with a full refund to the **County** of all monies paid to the **Contractor**, less fees for professional services rendered. The amount of professional fees to be deducted shall not exceed $2,000. At the conclusion of the ninety (90) day period, if **County** has not notified **Contractor** in writing of any such failure or defect in the System, the **County** will be deemed to have finally accepted the System.

ARTICLE 9. SOFTWARE LICENSES.

A. Neptune Technology Group, Inc

1. Subject to the terms and conditions hereinafter set forth, **Contractor** grants to **County** a non-exclusive, nontransferable license to use the DAP PC9800 Handheld Computer, Route MAPS Route Management Software, and EZ Drive Software (hereinafter referred to as Software as identified in Exhibit 4, solely in the conduct of the business of the **County** for the number of users specified in Exhibit 4. The Software shall be provided by the **Contractor** to the **County** pursuant to the terms of this Agreement, only in machine-readable object code. The **County** acknowledges that by virtue of this License, the **County** acquires only the right to use the original and permitted duplicate copies of the Licensed Software as described herein and does not acquire any rights of ownership in the Licensed Software which rights shall remain exclusively with Neptune Technology Group, Inc.. The term of License shall commence upon delivery of the first module of Licensed Software and shall remain in force as long as the **County** is in compliance with all the provisions of the Agreement.

2.. County agrees to pay **Contractor** a one-time license fee for the use of all specified Neptune Technology Group, Inc., Licensed Software in the amount specified in Exhibit 2.

3. No portion of the Neptune Technology Group, Inc., software or any updates or enhancements to the Neptune Technology Group, Inc., software may be duplicated by the **County** except

that the **County** may make copies of the machine-readable portion thereof for normal security backup purposes, provided that the **County** properly reproduces on each such copy all notices of Contractor's patent, copyright, trademark, or trade secret rights.

4. Neptune Technology Group, Inc., retains ownership of all Neptune Technology Group, Inc., Software and related documentation.

5. Within thirty (30) days from the date of the **County's** discontinuance of the use of any portion of the Neptune Technology Group, Inc., Software licensed hereunder, the **County** shall furnish **Contractor** with written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the **County** with such Neptune Technology Group, Inc., Software, including any copies thereof, whether in whole or in part, have been destroyed or returned as follows:

   a. All documents relating to such discontinued portion of the Neptune Technology Group, Inc., Software shall be returned to **Contractor**; and

   b The originals and all copies of any machine-readable materials containing all or any portion of the discontinued Neptune Technology Group, Inc., Software shall be destroyed or purged so as to totally remove from such machine-readable materials all codes relating to the discontinued portion of the Neptune Technology Group, Inc., Software.

6. The **County** recognizes and agrees that the Software, updates, enhancements and additions which are provided to the **County**:

   a. are considered by **Contractor** to be trade secrets of **Contractor**; **County** shall not reverse assemble, reverse compile or translate any portion of the Neptune Technology Group, Inc. Software.

   b. are furnished by **Contractor** to the **County** in confidence; and

   c. contain proprietary and confidential information.

7. **Contractor's** placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of the **Contractor**.

8. The **County** agrees to hold all such Software and updates and enhancements to the Neptune Technology Group, Inc. Software, in confidence at least to the extent that it protects its own similar confidential information and to take all reasonable precautions consistent with

general accepted standards in the data processing industry to safeguard the confidentiality of such information subject to the applicable provisions of Chapter 119, Florida Statutes (the Public Records law). No portion of any update or enhancement to the Licensed Software may be disclosed, furnished, transferred or otherwise made available by the **County** to any person except to those of its employees who need to use such information in accordance with this Software License. The **County** agrees to take appropriate action by instruction, agreement and otherwise with its employees to inform them of the trade secret, proprietary, and confidential nature of the Licensed Software and the updates and enhancements disclosed to the **County** under this Agreement, and to obtain their compliance with the terms hereof. The obligations of this paragraph will survive the termination of this Agreement.

B. Third Party Software Licenses

Contractor hereby passes to **County,** subject to full payment of County's obligation provided herein, the third party software licenses shall include the interface to the County's Banner Billing Software as performed by the selected consultant.

ARTICLE 10. ASSURANCES, REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.

a. **Contractor** warrants to **County** that the System will operate effectively and without hardware/software conflict on the equipment described in Exhibit 6; and that the hardware and operating software described in Exhibit 6 will support the System when complete, with a maximum of users identified. **Contractor** agrees to provide hardware and software (System) warranty services in accordance with the SYSTEM SUPPORT AND MAINTENANCE AGREEMENT attached hereto as Exhibit 7 at no additional cost to the County. **The term of the warranty period is twelve (12) months after final acceptance of the System. Contractor** agrees to provide additional years of services in accordance with Exhibit 7 at the cost specified in Exhibit 7 upon execution of that document or written renewals extending the term by the **County's** Contract Manager to establish commencement of each additional one-year period.

b. **Contractor** warrants to **County** that the **System** will operate according to the **performance standards** set forth in Exhibit 4 (Software and Hardware Description) and such additional requirements as developed by **County** and **Contractor**.

c. **Contractor** warrants that the System shall operate in accordance with the requirements of this Agreement from the date of acceptance through the maintenance periods provided in Exhibit 7 (SYSTEM SUPPORT AND MAINTENANCE AGREEMENT), attached hereto and any extension or renewal thereof.

d. **Contractor** warrants and represents to **County** that **Contractor** has the right to grant to **County** the right to use all software without restriction or limitation except as provided herein and in accordance with the provisions set forth in Article 7. **Contractor** warrants and represents to

County that **Contractor** is an authorized distributor for the sublicensed software, attached hereto as Exhibit 4. **County** will have the right to use the sublicensed software.

e. **Contractor** agrees to provide the hardware warranty as offered by the manufacturer upon acceptance of the installation of such hardware in the Phase in which it is delivered.

f. **Contractor** warrants the software will perform as specified herein upon acceptance of Phase III, and shall perform as represented by Contractor with respect to updates, enhancements or additional software which may be acquired by **County** from **Contractor**, so long as **County** continues with a SYSTEM SUPPORT AND MAINTENANCE AGREEMENT with **Contractor** or **Contractor's** successors or assigns.

g. **Contractor** agrees to deliver the latest release of operating System and latest model of hardware which meets or exceeds performance specified herein available at the time of delivery for the hardware. If a new operating System release should become available between the time of the signing of this Agreement and the delivery date for the operating System, the **Contractor** shall deliver the newest release contingent upon Contractor's successful completion of integration and testing of any new operating System release with the System.

h. **Contractor** warrants that all materials, hardware, and software provided under this agreement not incorporated in the work but stored at the site, or at another location, shall be the Contractor's sole risk for loss or damage. County shall provide to Contractor a secured location only at the owners existing facilities for storage of such materials throughout the duration of the project. Risk of loss shall only pass to County upon acceptance of the goods and services as provided in Article 5, Acceptance and Final Acceptance.

i. **EXCLUSIONS Warranty Services** do not include the following, which if required shall be charged at the prevailing rate at the time of request:

1. Additions, changes, relocations, removals, operating supplies or accessories.

2. Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.

3. Repairs or replacements necessitated by fire, flood, earthquake, excessive moisture or any event occurring external to the System which directly or indirectly causes a malfunction in the System.

4. Services necessitated by other acts or events that adversely affect the System or use by **County** or any third party of the System with any other device or system not supplied or approved as to such combination use by **Contractor**, or use by **County** of any part of this System in a manner not specified by **Contractor**, unless such use is mutually agreed upon in writing.

5. Loss or recovery of **County** data. **County** shall be responsible for providing adequate procedures and equipment to back-up data and for restoring data to repaired equipment.

COUNTY'S EXCLUSIVE REMEDY FOR BREACH OF CONTRACTOR'S WARRANTIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT, AT CONTRACTOR'S OPTION, OF ANY DEFECTIVE PART; PROVIDED THAT CONTRACTOR SHALL HAVE NO LIABILITY UNLESS COUNTY PROVIDES CONTRACTOR WRITTEN NOTICE WITHIN THE WARRANTY PERIOD OF THE SPECIFIC DEFECT.

THE WARRANTIES STATED IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. TERMINATION.

a. This Agreement may be terminated by the **County** in whole or in part at any time such termination is in the best interest of the **County**. The **County** also reserves the right to seek termination or cancellation of this Agreement in the event the **Contractor** shall be placed in either voluntary or involuntary bankruptcy. The **County** further reserves the right to terminate or cancel this Agreement in the event the **Contractor** makes an assignment for the benefit of creditors. This Agreement may be terminated by the **Contractor** only by mutual consent of both parties.

ARTICLE 12. LIMITATION OF ACTIONS AND LIABILITY.

a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control.

b. In no event shall **Contractor** or its officers, agents and employees be liable to **County** for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if Contractor has been advised of the possibility of same. Notwithstanding the foregoing, Contractor will be liable for direct damages to real and personal property and personal injury caused by the negligent acts, errors or omissions of Contractor or its officers, agents and employees during installation or maintenance to the extent set out in Article 16.

c. In any event, **Contractor's** liability for damages, (except for damage to real or personal property or personal injury and as provided under b. above), under any theory of liability or form of action shall not exceed the total amount paid by **County** to **Contractor** under this Agreement.

ARTICLE 13. NOTICE.

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by written notice to the other party. Notices to the **County** shall be to the attention of

Mr. John Barnott
Financial Management Department - Utilities Customer Services Division
Manatee County Government
4410 66th Street West
Bradenton, FL 34210

Notices to **Contractor** shall be to the attention of

Mr. Al Ellenburg, President
Sunstate Meter & Supply, Inc.
14001 West Newberry Road
Newberry, FL 32669

ARTICLE 14. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE 15. COVENANTS BY THE COUNTY.

The **County** hereby covenants and agrees:

a. That John Barnott is hereby appointed as the **County's Contract Manager** with respect to the services to be performed by **Contractor** pursuant to this Agreement. The **County's** Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the **County** and make decisions pertinent to services covered by this Agreement. The **County's** Contract Manager shall have the right, from time to time, to designate another employee of Manatee County to serve in the absence of the Contract Manager. The **County** reserves the right to designate a different Contract Manager, provided that **Contractor** is given written notice thereof.

b. To make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by **Contractor** during normal working hours as may reasonably be required by **Contractor** for the performance of this Agreement.

c. To perform at no cost to **Contractor** such tests of equipment, machinery and facilities of the **County** as may be reasonably required in connection with the work under this Agreement. The

tests to be performed must be within the ability and capability of the **County's** equipment and personnel.

d. To give prompt notice to **Contractor** whenever the **County** observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

e. To give careful and reasonable consideration to the findings and recommendations of **Contractor** and to respond in a timely manner so as not to unduly delay **Contractor's** work called for by this Agreement.

ARTICLE 16. DISPUTE RESOLUTION.

Disputes shall be resolved as follows: through good faith negotiations by the designees identified in this Agreement after written notice and if not resolved by such designees after seven (7) days, **Contractor** shall at or after the end of the seven (7) day period submit its claim with the basis for the dispute in writing to the Manatee County Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by **County's** Contract Manager or the Manatee County Purchasing Director, constituting a material change in this Agreement or providing for payment in excess of the amount established under this Agreement, will not be final until approved by the Board of County Commissioners. If such dispute involves a payment due, the **County** shall, as promptly as reasonably possible after resolution of such dispute, forward payment to **Contractor** of any amount determined to be due and owing.

Any dispute not resolved in accordance with this Article 15 may be resolved by recourse to litigation in accordance with the laws of Florida with venue in Manatee County.

ARTICLE 17. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend, save, and hold harmless the **County** from all costs, expenses, claims, demands, liabilities, judgments, and suits for direct damages arising out of personal injury or death of County employees or County invites or damage to tangible County properties occurring during the Contractor's performance of installation or maintenance obligations in performance of this agreement to the extent proximately caused by either negligent error or omission of **Contractor,** or due to the breach of this Agreement by **Contractor,** its subcontractors, agents or employees. It is specifically understood and agreed that the provisions of this Article 16 are not intended to cover or indemnify the **County** for its own, sole or contributory, negligence or breach of contract or the acts of third parties.

ARTICLE 18. INSURANCE.

Contractor will not commence work under this Agreement until **Contractor** has obtained all insurance under this section. **Contractor** shall obtain, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

$100,000 (Each Accident)
$500,000 (Disease-Policy Limit)
$100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits shall be those that would be provided with a Commercial General Liability Policy with the following minimum limits:

General Aggregate Limit Three times each Occurrence Limit

Products-Completed Operations Aggregate	$ 300,000
Personal & Advertising Injury Limit	$ 300,000
Each Occurrence Limit	$ 300,000

Fire Damage (any one fire) Nil
Medical Expense (any one person) Nil

c. Business Auto Policy
(applicable only to company-owned automobiles)

Each Occurrence Bodily Injury and Property Damage Liability Combined $ 300,000
Annual Aggregate Three times each Occurrence Limit

d. Certificate of Insurance

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs (a), (b), (c) and (d) shall be filed with the Purchasing Director before operations are begun.

The required certificates of insurance shall name Manatee County as additional insured, the types of policy, policy numbers, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the **County**. **Contractor** shall have all required insurance policies in full force and effect during the entire term of the Agreement entered into pursuant hereto.

If the initial insurance expires prior to the completion of operations and/or services by **Contractor**, renewal shall be furnished by **Contractor** and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

ARTICLE 19. LEGAL RESTRAINTS AND LIMITATIONS.

Contractor acknowledges that the **County**, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. **Contractor** agrees that all professional services rendered or performed by **Contractor** pursuant to the provisions of this Agreement shall be in compliance therewith, and the **County** agrees to notify **Contractor** if **County** is made aware of any evidence that **Contractor** may be in violation of above mentioned rules, regulations or laws.

ARTICLE 20. ASSIGNMENT

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by **Contractor** is the essence of this Agreement. Notwithstanding, **Contractor** may, without **County's** consent, assign this Agreement to an affiliate or subsidiary of Contractor or its parent corporation, or assign its rights to receive payments hereunder.

ARTICLE 21. AUTHORITY TO EXECUTE.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

ARTICLE 22. NO WAIVER.

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 23. EXTENT OF AGREEMENT.

This Agreement, including exhibits and attachments, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations.

ARTICLE 24. WORK ASSIGNMENTS

The Contractor shall provide future hardware and/or software only after receipt of a written Work Assignment issued in accordance with this article and in accordance with the form provided in attached Exhibit "8" Work Assignment shall be signed by the Contractor and the County and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.

Each Work Assignment shall establish the following:

A. A title for the project and a general description of the purpose for the work.

B. The maximum total compensation and will be paid to the Contractor by the County upon completion of the Work Assignment.

C. A clear indication of the future hardware and/or software to be furnished for a fixed fee and the Contractor shall not exceed the maximum compensation established for such future requirements.

D. The agreed to date of completion for the Work Assignment.

E. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.

F . Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment or any service.

G. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof and communication shall be maintained by the Contractor with representatives of the County.

H. Extension of Work Assignments. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the work Assignment completion date, the Contractor shall promptly submit a written request to the County's Contract Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Contract Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Contract Manager determines that an extension of a Work Assignment deadline is appropriate, he/she shall issue a "Letter of Extension" to the Contractor.

I. The County's Contract Manager may approve Work Assignments not exceeding One Hundred Thousand ($100,000) dollars for any single Work Assignment. Any single Work Assignment in excess of One Hundred Thousand ($100,000) dollars, including any reimbursable expenses, shall not be effective unless such Work Assignment has been approved and signed by the Board of County Commissioners. Work Assignments shall not be artificially divided to increase the delegated authority provided to the County's Contract Manager.

ARTICLE 25. NEGOTIATION OF WORK ASSIGNMENT

A. For each project, the County shall negotiate each Work Assignment based on prices provided in attached Exhibit "3", and in no event shall the Contractor be entitled to reimbursement in excess of the amount established in a Work Assignment.

B. If this Agreement is renewed or extended as authorized under Article 6 the Contractor's fee schedule, provided in Exhibit "3" may be adjusted on the anniversary date of the execution of this Agreement using the Bureau of Labor Statistics, Producer Price Index program (Industry Classification: North American Industry Classification System NAICS), U.S.A. 1982-84 equals 100. The NAICS series code is pcu33451433451423 (liquid meters), www.bls.gov/ppi/ppinaics. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed four (4%) percent annually, will be used to adjust the prices found in Exhibit "3". This adjustment shall be applicable to work under Work Assignments negotiated after the date of the price adjustment, and shall not apply to Contractor's compensation for any previously agreed to Work Assignment unless the Work Assignment specifically authorizes such an adjustment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Karen Whittle

Print Name: Karen Whittle

Sign Name: Sonya Smith

Print Name: Sonya Smith

SUNSTATE METER & SUPPLY, INC.

By: Al Ellenburg

Print Name: Al Ellenburg

Title: President

Phone Number: 352-332-7106

Sign Name: Sonya K Suggs

Print Name: Sonya K Suggs

Sign Name: Candance B Singleton

Print Name: Candance B. Singleton

NEPTUNE TECHNOLOGY GROUP, INC.

By: Lawrence M Russo 07/29/2004

Print Name: LAWRENCE M RUSSO

Title: VP FINANCE / SECRETARY

Phone Number: 334-283-6555

Recommended By:

Sign: Diane L Frenz

Diane Frenz, Director
Information Services Department

Recommended By:

Sign: Jim Seuffert

Jim Seuffert, Director
Project Management Department

Approved as to Format and Correctness

Sign: _____

R. C. "Rob"Cuthbert, C.P.M.
Purchasing Division

APPROVED, with a quorum presented and voting this 17 day of August 2004.

"COUNTY"

COUNTY OF MANATEE, a political sub-division of the State of Florida

Attest: _____
R. B. "Chips" Shore
Clerk of the Circuit Court

Sign: _____
Jane von Hahmann, Chairman
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS SEAL MANATEE CO., FLA.

EXHIBIT "1"

SCOPE OF SERVICE

The contractor shall provide an integrated solution providing a hand held meter reading system with automatic meter reading capabilities which shall include necessary hardware, software, installation, training and final acceptance required to verify system functionality. Additionally, the contractor shall furnish additional equipment and system upgrades as detailed in this Agreement and corresponding Exhibits.

A. INITIAL SYSTEM INSTALLATION

PHASE I

1. Finalize Technical Specification - Contractor shall initiate program kickoff and orientation for County personnel on-site which will include finalizing the technical specification and developing an implementation plan, with designate a timeline and list of responsibilities for installation.

2. Test and Acceptance Plan - Develop a Test and Acceptance Plan that shall be used in Phase II.

PHASE II

1. Shipment and Receipt of system hardware and software.

2. System Installation and Implementation shall consist of software installation, hardware set up, and consultation with County personnel for integration into the billing system. Additionally, the contractor shall provide technical assistance as required to assist County personnel in the proper implementation of the system network facilities.

3. Familiarization and System Training shall consist of the following:

    a. Train designated users in using the hand held meter reading system.

    b. Training the system administrator and back-up administrator(s).

    c. Review backup procedures and make recommendations for protecting information on the server.

    d. Provide common issues scenarios and solutions.

4. Testing and Initial Acceptance - Testing will demonstrate all required system functions on a function by function basis and shall be based on the Test and Acceptance Plan developed in Phase I.

PHASE III

1. Final Acceptance - In accordance with Article 5, Acceptance and Final Acceptance of this agreement.

B. GENERAL REQUIREMENTS

1. Data collected shall be stored on a server owned, operated and maintained by Manatee County.

2. System shall generate canned, as well as custom ad hoc reports. Data is to be stored in a format to allow direct access by commercial reporting software such as Crystal Reports.

3. Operating System - Unix is preferred due to enhanced reliability and security. Solaris Unix (8.x) or higher Unix.

4. If a Windows System is proposed it should be Windows 2000.

5. Database Environment should be Oracle 8.x or higher.

6. Application Coding Environments are Java, JSP, Oracle PL/SQL/Forms/Reports, ODBC, C/C++.

7. Commercially available software will be provided, allowing minimum modification to accomplish the County requirements.

8. All system interfaces shall be in batch file mode.

9. System will be able to interface with the County's existing billing system (Indus, Utilities Systems, Inc., Indus Banner CIS Software) which interfaces with the County's accounting system (Bi-Tech, IFAS Software).

10. The server configuration (if appropriate) shall allow for conversion of historical data an allow for future growth. Hardware purchased shall be upgradeable to allow future expansion.

11. Any single failure of an individual component, either hardware or software, shall not cause application of the system as a whole to cease functioning. The contractor shall immediately correct the problem without interruption or degradation of system performance.

12. The contractor shall be responsible for the installation of all software and hardware. Installation of the system shall include conversion of existing data files as required.

13. Provide a user "ID" and password security with the password not displayed.

14. The security module shall allow/deny access based on password levels and have a separate security level for access by the System Administrator.

15. The System Administrator shall have the highest level of security and have the ability to add and/or change security records on-line in real time.

16. Passwords shall consist of ID numbers assigned by the System Administrator and a user defined password.

17. Database updates shall be time stamped and stamped with user ID of person signed on at time of update.

18. If remote login to the server is allowed over the Internet or over a dial up connection it may only be done using an authentication mechanism using traffic encryption.

19. To ensure maximum user productivity, the Contractor will provide a comprehensive training program with the system. The program should be designed to provide users with the skills required to realize maximum system benefits. Training should be available for all levels of personnel in the County who will be interacting with system.

20. The Contractor will provide comprehensive and well-organized documentation with licensed software. The documentation should contain detailed information on system concepts and product functions. Documentation should address both hardware and software, and at a minimum include: installation procedures; system overview and detailed operating procedures; details of commands and functions; and database design detail.

21. All software and hardware warranties will be provides as stated in this document.

C. FUTURE REQUIREMENTS

1. Contractor will provide the hardware/software and professional services required for future requirements and expansion of the hand held meter reading system with automatic meter reading capabilities to include water meters as defined in this agreement.

EXHIBIT "2"

PROJECT PHASES AND PAYMENT SCHEDULE FOR INITIAL SYSTEM INSTALLATION

	PHASES	PAYMENT	SCHEDULE
Phase I			
1.	Finalize Technical Specification	$2,500	15 Days after BCC execution
2.	Develop Test and Acceptance Plan	$2,500	15 Days after BCC execution
Phase II			
1.	Shipment and Receipt of Hardware and Software	$7,500	30 Days after BCC execution
2.	Installation and Implementation	$7,500	30 Days after BCC execution
3.	Familiarization and Training	$7,500	40 Days after BCC execution
4.	Testing and Acceptance	$7,500	45 Days after BCC execution
Phase III			
1.	Final Acceptance	$37,177	135 Days after BCC execution
2.	Neptune, 5/8"x3/4" T10 Bronze Water Meter (2,000 units)	$137,000	165 Days after BCC execution
3.	Neptune, R900 Single Port Pit MIU Unit (2,000 units)	$189,000	165 Days after BCC execution
Total Not To Exceed Cost		**$398,177.00**	

Cost Summary

A. Initial Hand Held Meter Reading System with Automatic Meter Reading Capabilities:

Description	Qty.	Unit Price	Total Price
DAP 4 MB PC9800 Handheld Device Complete with RouteMAPS Template, Internal Lemo Connection, PCMIA Card Slot, PortaMAPS Software Loaded, Universal Charging & Communications Cradle Complete With Connector Cable & 110V Adapter/Battery Charger with rechargeable battery, hand strap, mag mounted antenna and #2380 Rf receiver unit.	13 ea	$3,475.00	$45,175.00
DAPNET Master Communications Cradle Complete with Connector Cable & 110V Adapter (required for Systems with more than one handheld, supports up to twenty (20) handhelds).	1 ea	$1.00	$1.00
DAP RouteMAPS PC Software with System Manual Route MAPS User License and SQL Anywhere User's License.	1 ea	$1.00	$1.00
DAP RouteMAPS PC9800 On-site System Implementation & Training (includes travel & per diem).	1 ea	$2,000	$2,000
Neptune, 5/8"x3/4" T10 Bronze Water Meter Complete with Pl. Bottom & 6-Wheel Electronic Proread 100 Gallon Encoder Register, Factory Potted & Pre-wired to R900 Pit MIU	2,000 ea	$68.50	$137,000
Neptune, V2R900 RF MIU Meter Interface Unit, Complete with Field Replaceable Lithium Battery & 6' Cable (Dual Port Capable)	2,000 ea	$94.50	$189,000
EZ Drive Laptop Drive By Data Collector Complete with MAPS Mobil Route Map Route Management System	1 ea	$25,000	$25,000
Total Not To Exceed Cost			**$398,177.00**

EXHIBIT "3'

FUTURE ACQUISITION PRICING

A. System Components

Description	Unit Price
DAP 4 MB PC9800 Handheld Device Complete RouteMAPS Template, Internal Lemo Connection, PCMIA Card Slot, PortaMAPS Software Loaded, Universal Charging & Communications Cradle Complete With Connector Cable & 110V Adapter/Battery Charger with rechargeable battery, hand strap, mag mounted antenna and #2380 Rf receiver unit.	$3,475.00
DAP PC9800 Handheld Meter Reading Device Complete with Cradle	$2,500.00
DAPNET Master Communications/Charging Cradle Complete with Cable	$1.00
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld	$1,500.00
EZ Drive Laptop Drive By Data Collector Complete	$25,000.00
DAP RouteMAPS Software	$1.00
Mag Mount Antenna	$65.00

System components include a one (1) year warranty.

B. System Components Warranty Coverage

Description	Unit Price
DAP PC9800 Handheld Meter Reading Device Complete with Cradle	$565.00
DAPNET Master Communications/Charging Cradle	$50.00
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld	$300.00
EZ Drive Laptop Drive By Data Collector Complete	$5,500.00
DAP RouteMAPS	$600.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU complete W/Field Replaceable Battery, 6' Cable	$94.50
R900 Wall MIU complete W/Field Replaceable Battery, 6' Cable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

(Any meters manufactured by Schlumberger, Neptune, Rockwell, Sunsus, Invensys, or Precision can be connected to the Neptune system with the purchase of the appropriate electronic encoder register)

E. Meter Washers

Description	Unit Price
3/4" x 1/8' Thick Fiber Meter Connection Washer	$0.10
3/4' x 1/16' Meduim Fiver Meter Connection Washer	$0.09
3/4' x 1/16' Meduim Fiver Meter Connection Washer	$0.08

F. Neptune Meter Pricing with Gallon Encoder Registers

Description	Unit Price
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$24.50
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Proread Encoder Register	$68.50
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Encoder Electronic Register	$86.50
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$51.86
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register	$95.56
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Encoder Elect. Register	$113.96
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$70.25
1" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register	$114.25
1" T10 Meter W/Bronze Bottom Complete W/Encoder Electronic Register	$132.25
11/2" T10 Meter Complete W/Direct Read Register	$174.33
11/2" T10 Meter Complete W/Proread Encoder Register	$218.33
11/2" T10 Meter Complete W/Encoder Electronic Register	$236.33
2" T10 Meter Complete W/Direct Read Register	$246.00
2" T10 Meter Complete W/Proread Encoder Register	$290.00
2" T10 Meter Complete W/Encoder Electronic Register	$308.00
11/2" HP Turbine Meter complete W/Direct Read Register	$283.78
11/2" HP Turbine Meter complete W/Proread Encoder Register	$327.78
11/2" HP Turbine Meter complete W/Encoder Electronic Register	$345.78
2" HP Turbine Meter complete W/Direct Read Register	$319.89
2" HP Turbine Meter complete W/Proread Encoder Register	$363.89
2" HP Turbine Meter complete W/Encoder Electronic Register	$381.89

3" HP Turbine Meter complete W/Direct Read Register	$431.56
3" HP Turbine Meter complete W/Proread Encoder Register	$475.56
3" HP Turbine Meter complete W/Encoder Electronic Register	$493.56
4" HP Turbine Meter complete W/Direct Read Register	$672.67
4" HP Turbine Meter complete W/Proread Encoder Register	$716.67
4" HP Turbine Meter complete W/Encoder Electronic Register	$734.67
6" HP Turbine Meter complete W/Direct Read Register	$1,483.78
6" HP Turbine Meter complete W/Proread Encoder Register	$1,527.78
6" HP Turbine Meter complete W/Encoder Electronic Register	$1,545.78
8" HP Turbine Meter complete W/Direct Read Register	$2,228.22
8" HP Turbine Meter complete W/Proread Encoder Register	$2,272.22
8" HP Turbine Meter complete W/Encoder Electronic Register	$2,290.22
10" HP Turbine Meter complete W/Direct Read Register	$3,672.67
10" HP Turbine Meter complete W/Proread Encoder Register	$3,716.67
10" HP Turbine Meter complete W/Encoder Electronic Register	$3,734.67
12" HP Turbine Meter complete W/Direct Read Register	$4,672.67
12" HP Turbine Meter complete W/Proread Encoder Register	$4,716.67
12" HP Turbine Meter complete W/Encoder Electronic Register	$4,734.67
2" Tru-Flo Compound Meter Complete W/Direct Read Register	$912.00
2" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,000.00
2" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,036.00
3" Tru-Flo Compound Meter Complete W/Direct Read Register	$1,067.78
3" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,155.78
3" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,191.78
4" Tru-Flo Compound Meter Complete W/Direct Read Register	$1,489.78
4" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,577.78
4" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,613.78
6" Tru-Flo Compound Meter Complete W/Direct Read Register	$2,456.44
6" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$2,544.44
6" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$2,580.44
6" x 8" Tru-Flo Compound Meter Complete W/Direct Read Register	$4,012.00
6" x 8" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$4,100.00
6" x 8" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$4,136.00

4" x 1" HP Protectus III Fire Service Compound W/Direct Read Register	$4,012.00
4" x 1" HP Protectus III Fire Service Compound W/Proread Encoder Register	$4,100.00
4" x 1" HP Protectus III Fire Service Compound W/Encoder Electronic Register	$4,136.00
6" x 11/2" HP Protectus III Fire Service Compound W/Direct Read Register	$5,567.56
6" x 11/2" HP Protectus III Fire Service Compound W/Proread Encoder Register	$5,655.56
6" x 11/2" HP Protectus III Fire Service Compound W/Encoder Elect. Register	$5,691.56
8" x 2" HP Protectus III Fire Service Compound W/Direct Read Registers	$7,456.44
8" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$7,544.44
8" x 2" HP Protectus III Fire Service Compound W/Encoder Electronic Registers	$7,580.44
10" x 2" HP Protectus III Fire Service Compound W/Direct Read Registers	$10,678.67
10" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$10,766.67
10" x 2" HP Protectus III Fire Service Compound W/Encoder Registers	$10,802.67

G. Meter Box Lid Cutters

Description	Unit Price
Relton #HS-30, 13/4" Brazed-Carbide Holesaw W/Shank & Pilot Bit (for steel, cast iron, stainless steel, or aluminum lids)	$99.00
Relton #1WHS, 13/4" Holesaw W/Shank & Pilot Bit (for plastic lids)	$95.00
Relton #TD-28-9, 13/4" Removable Shank Core Bit (for concrete lids)	$149.00

H. Meter Boxes and Lids

Description	Unit Price
Russell-Sigma #1910 Cast Iron Meter Box Lid Only W/Electronic Reading Hole	$9.90
Russell-Sigma #1910 Meter Box Complete W/Electronic Reading Hole	$19.50
Rome #1910 Meter Box Cover Only W/Electronic Reading Hole Standard Black Shop Coating	$12.50
Relton #HS-30 1 3/4" Brased-Carbide Holesaw W/Shank & Pilot Bit (for steel, cast iron, stainless steel, or aluminum lids)	$99.00

Relton #1WHS, 1 3/4" Holesaw Complete W/Shank & Pilot Bit (for plastic lids)	$95.00
Relton #TD-28-9, 1 3/4" Removable-Shank Core Bit (for concrete lids)	$149.00

I. Future Price Consideration

At any time during the period of performance of this Agreement the Contractor offers, bids, or proposes a lower price to any Private entity, Federal, State or Local government that price will be made available to the County in the negotiation of any work assignment

Should lower prices not be available the following will dictate the pricing structure: on the anniversary date of the execution of this Agreement using the Bureau of Labor Statistics, Producer Price Index program (Industry Classification: North American Industry Classification System NAICS), U.S.A. 1982-84 equals 100. The NAICS series code is pcu33451433451423 (liquid meters), www.bls.gov/ppi/ppinaics. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed four (4%) percent annually, will be used to adjust the prices found in this Exhibit.

EXHIBIT "4"

SOFTWARE/HARDWARE DESCRIPTION

NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

EZDrivePLUS™ Mobile Data Collector



The EZDrivePLUS™ unit can be easily and safely set up in almost any vehicle within minutes.

Key Features

- **Compatible with R900 RF MIUs**
- **Advanced technology for improved reading efficiency and integrity**
- **Digital processing and multi-channel receiver**
- **Portable for easy movement from vehicle to vehicle**
- **Utilizes PCMCIA memory card for route storage and transfer**
  - Larger capacity holds more routes and is more reliable than floppy discs
- **Compatible with EZRouteMAPS™ and RouteMAPS® host route management software**

Neptune's EZDrivePLUS™ is a rugged, compact, portable, easy-to-use, meter reading device. It can be securely placed in the passenger seat of any vehicle with a standard seat belt and powered by the cigarette lighter receptacle.

Data transmitted by R900 radio frequency (RF) meter interface units (MIUs) is received and stored by the EZDrivePLUS mobile data collector. Information can be quickly uploaded to the host software at the utility office. The host software transfers the customer information to the billing computer to generate customer bills.

The EZDrivePLUS unit can be easily and safely set up in almost any vehicle within minutes. Its carrying case neatly and securely holds the cigarette lighter plug-in power-cord, the magnetic-based antenna, the rugged laptop PC (used to run the EZRoutePLUS software), and the MIU signal receiving/processing unit.

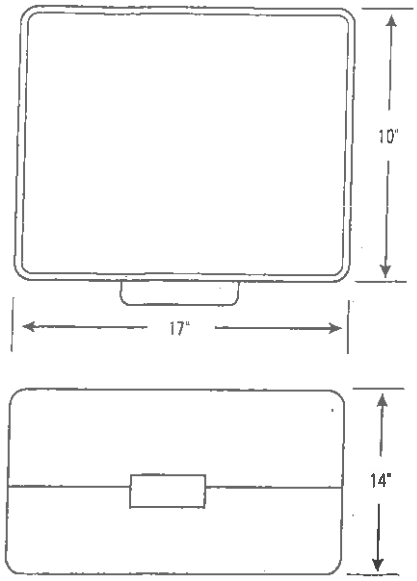
EZDrivePLUS software is designed to significantly reduce the time required to collect and process meter reading data while increasing meter reader safety and efficiency. It utilizes menu-driven commands to allow the user to effortlessly control all aspects of the meter reading process. No operator intervention is necessary once reading has started. At any time, the operator can view either read or unread accounts with a touch of the screen.

Utility Advantages

The EZDrivePLUS unit provides the meter reading industry with many advantages over other existing AMR systems.

- Improves meter reading accuracy
- Addresses "hard-to-read" meters
- Reads all meters loaded regardless of which route is displayed
- Increases meter reader safety
- Reduces man-hours needed to collect and process meter reading information
- Suits any size utility
- Portable and easy to setup

Dimensions



Specifications

- Electrical Specifications:
  - Power consumption: 5A
  - Power supply: 12V DC via cigarette lighter connector
- Receiver Specifications:
  - Channel frequency: 910 to 920 MHz
  - FCC compliance: FCC verification: Part 15
- Rugged Laptop PC (Intel Pentium 300 MHz MMX):
  - Keyboard:
    - ◊ 12 function keys
    - ◊ Spill-proof membrane design
    - ◊ Backlight with built-in solid-state mouse and embedded numeric keypad
    - ◊ 7 programmable function keys
  - Display:
    - ◊ Touch screen
    - ◊ User adjustable contrast/intensity
    - ◊ Light sensor automatically adjusts screen intensity per ambient light
    - ◊ Shock/scratch-resistant, anti-glare plate
  - Operating system:
    - ◊ Flash upgradeable BIOS with advanced power management interface
- Environmental Conditions:
  - Operating temperature: 32° to 122° F (0° to 50° C)
  - Storage temperature: -40° to 185° F (-40° to 85°C)
  - Operating humidity: 5 to 95% non-condensing relative humidity
- Physical Specifications
  - Shipping weight: 38 lbs (17.3 kgs)

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

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Tallassee, AL 36078, USA
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Fax: (334) 283-7299

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Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
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PS EZORIVEPLUS 05.03
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NEPTUNE®

Neptune Technology Group Inc.

RouteMAPS®
Route Management Software

The RouteMAPS Windows® platform is an easy-to-use system, supporting drag-and-drop operations, yet powerful enough to manage even the largest meter reading work force.



RouteMAPS software offers water utilities an innovative choice in meter reading route management.

A Complete Solution

From exchanging files with the utility mainframe to sending route information to the handheld computers, the RouteMAPS software manages the entire meter reading process.

- Customer and route data are imported from the utility billing database server.
- The routes can be split or grouped before being assigned to handhelds and field operatives.
- Data is transferred to handheld computers simultaneously without interfering with other ongoing operations on the system in a true multitasking environment.
- Data is transferred between the RouteMAPS host and the handheld computers either through a direct serial connection or by modem link, allowing the utilization of remotely or home-based field personnel.
- Data captured in the field is processed by the RouteMAPS host before being uploaded back to the billing system while various custom reports may be generated.
- Some tasks may be scheduled to run at certain times or it can be done manually.

Key Features

- **Route management**
- **Windows NT based**
- **Meter reading data management**
- **Drag-and-drop simplicity**
- **Open architecture**
- **Client/server system**
- **Multi-tasking**
- **ODBC compliant database**
- **Remote site (modem) capable**
- **Easily networked**
- **Graphical intuitive user interface**
- **Scaleable for large numbers of handhelds**
- **Works with PC9300 or PC9800 handhelds**
- **Supports drive-by meter reading**
- **Numerous security levels**
- **Report editor and generator**
- **Multi-language support**
- **Customized handheld display for each meter reader**

Minimum hardware required:

- Stand-alone or server machine: Microsoft Windows NT-certified machine, Pentium 200 MHz, 2 GB HD, 48 MB RAM, 800 x 600 display with 15" monitor
- Client machine: Microsoft Windows NT-certified machine, Pentium 133 MHz, 1GB HD, 32 MB RAM, 800 x 600 display with 15" monitor

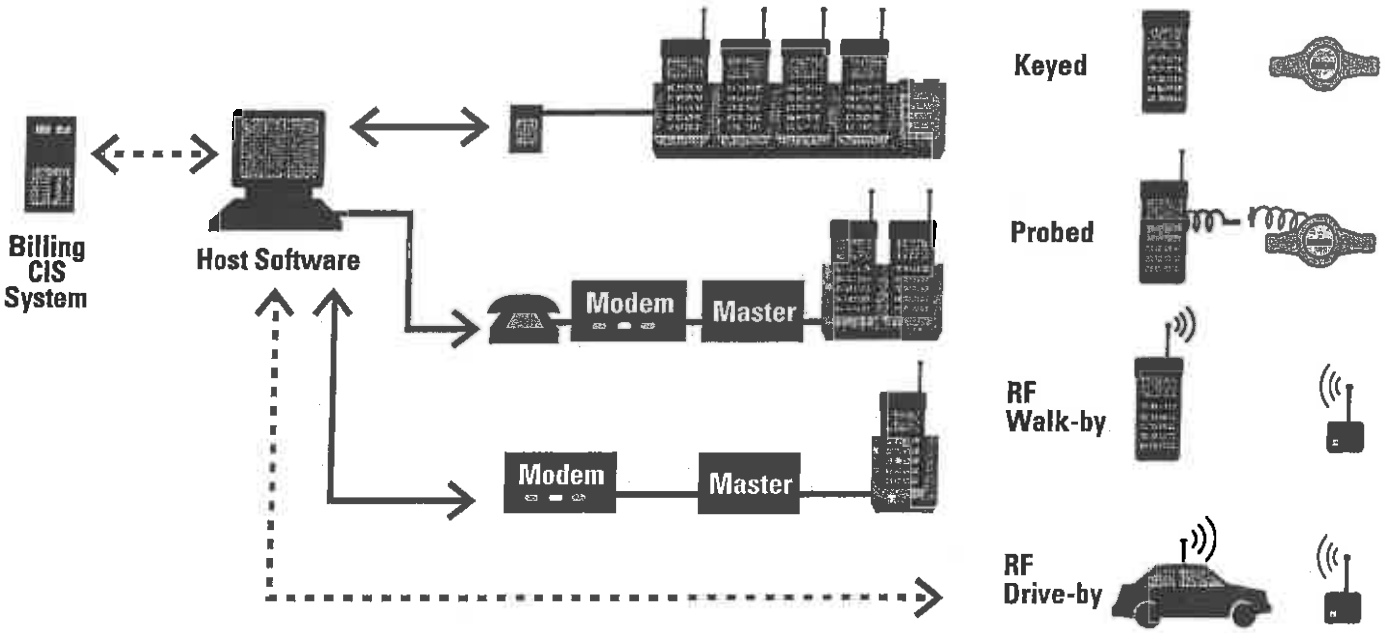
Software required:

- Microsoft Windows NT, version 4.0 or greater
- Sybase SQL Anywhere 5.5.01 thru 5.5.05 or Sybase Adoptive Server Anywhere 6.0 (included)

Options for the Future

RouteMAPS supports the system by delivering scaleability in an open architecture system. RouteMAPS is particularly suited to grow with the needs of any meter reading organization. RouteMAPS offers true multiple resource capabilities and multiple vendorcompatibility.

The RouteMAPS Windows platform is an easy-to-use system, supporting drag-and-drop operations, yet powerful enough to manage even the largest meter reading work force. RouteMAPS provides flexibility in the selection of cost-effective, scaleable, and migrateable solutions. The adaptability of this new software helps safeguard investments in meters and meter reading technologies.



Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

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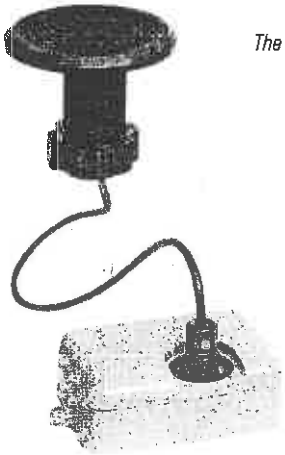
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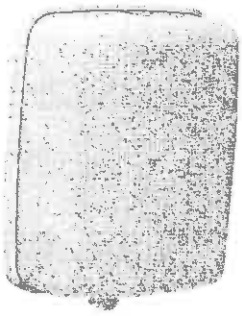
NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

R900 RF Wall or Pit MIU





The R900 MIU provides water utilities with a reliable and economical RF reading solution.

The R900 Meter Interface Unit (MIU) is a compact electronic device that collects meter-usage data from up to two networked encoder registers and transmits the data for collection by the meter reader. The R900 MIU is compatible with ARB® III, IV & V, ProRead™, and Invensys ECR® II & III* encoder registers. The R900 MIU automatically detects the type of register to which it is connected so no field programming is necessary.

Data transmitted by the MIU is received by the Neptune walk-by, mobile, or fixed-network data collection systems and stored for downloading at the utility office. The R900 MIU is a one-way communication device that transmits data using frequency hopping spread-spectrum technology to ensure data security and improve meter reading accuracy and reliability.

When connected to a single encoder register by a three-conductor wire, the R900 MIU reads the register automatically once an hour and transmits the meter reading with MIU ID number every 10 seconds. When connected to two networked encoder registers, the R900 MIU reads the registers automatically once an hour and transmits the meter readings with MIU ID numbers alternately every 7 seconds.

As part of the ARB "absolute" encoder technology, the remote electronic reading is guaranteed to match the reading on the encoder register exactly (once per hour) when the R900 MIU interrogates the encoder register.

R900 Wall MIU

The R900 Wall MIU features a compact enclosure that can be easily mounted to most flat wall surfaces or pipe. The R900 Wall MIU can be installed as far as 500 feet from the encoder register. The MIU is designed to easily upgrade existing probe-based systems that use wall receptacles.

R900 Pit MIU

The R900 Pit MIU features a compact enclosure equipped with an external antenna for optimal performance. The antenna is designed to be mounted above the pit lid through the industry standard 1-3/4" hole. The rugged antenna design allows installation in high traffic areas and the electronic enclosure is fully potted to withstand flooded pit environments. The MIU is designed to easily upgrade probe-based systems that use pit receptacles.

Key Features

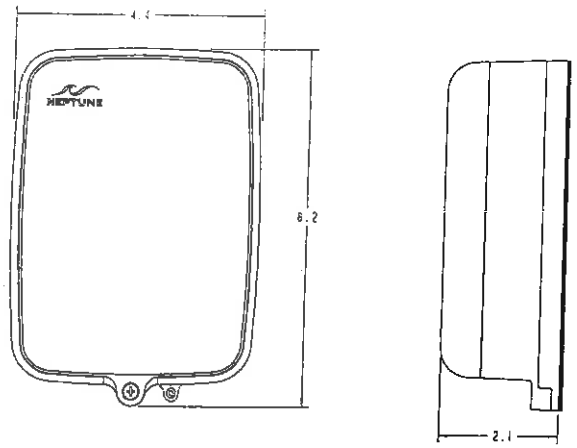
- **No FCC license required**
- **No MIU programming required - automatically detects register type**
- **Long-life lithium battery**
- **Available in both a wall and a pit version**
- **Fully submersible pit enclosure**
- **Rugged pit antenna design to withstand traffic**
- **Reads up to two networked ProRead encoder registers**
- **Can be connected to a compound meter or two separate meters**
- **Compatible with RouteMAPS® and EZRouteMAPS™ route management software**
- **Allows migration from walk-by to mobile & fixed-network data collection systems**
- **Exact encoder reading hourly**
- **Compact size**

* When connected to R900 version 2 only.

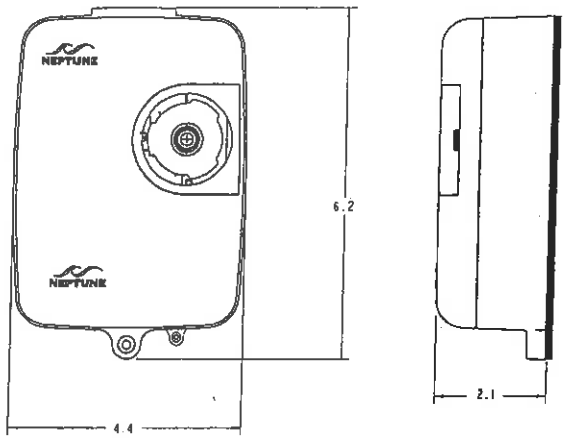
* The ECR® III register is supported when programmed with the same format used in the "6 wheel ECR II register."

Dimensions

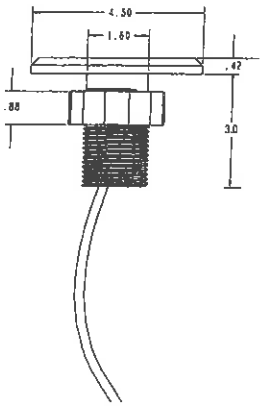
R900 Wall MIU

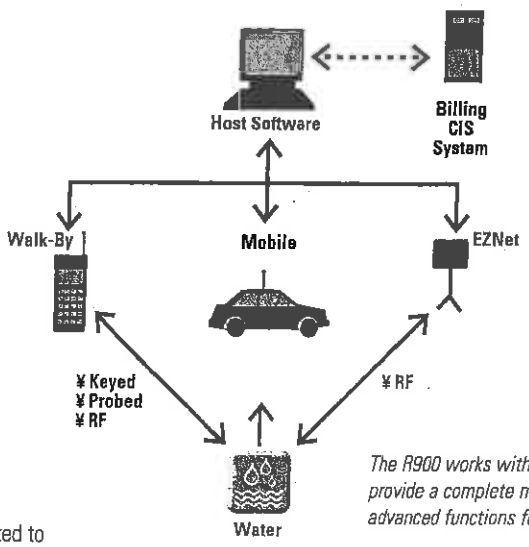


R900 Pit MIU



R900 Pit Antenna





The R900 works with route management software to provide a complete meter reading solution with advanced functions for water utilities.

* When connected to R900 version 2 only.

Utility Advantages

As part of the Neptune walk-by, mobile, or fixed-network data collection systems, the R900 MIU provides the meter reading industry with many advantages.

- Enhanced output power allows migration from walk-by to mobile and fixed-network for targeted C&I accounts
- Improves meter reading accuracy
- Addresses "hard-to-read" meters
- Increases meter reader safety
- Minimizes reading time
- Enhances customer care
- Reduces material and installation costs
- Suitable for any size utility
- Requires no FCC license
- Requires no MIU programming
- Easy to install
- Easily upgradable with existing probe-based systems

Technical Specifications

- Electrical Specifications:
  - Power: Lithium battery
- Transmitter Specifications:
  - Transmit period: Every 10 seconds for single meter and alternately every 7 seconds for two networked encoder registers
  - Transmitter channels: 50
  - Channel frequency: 910 to 920 MHz spread spectrum
  - Output power: Meets FCC Part 15.247
  - FCC verification: Part 15.247
- Encoder Register Interface - Wall:
  - Maximum cable length: Networked - 250 feet (91 m) (total for both registers); Single Register - 500 feet (152 m)
- Encoder Register Interface - Pit:
  - Two available wire lengths: 6 feet and 25 feet
- 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: 0 to 100%
- Functional Specifications:
  - 1-2 register readings
  - 1-2 MIU IDs

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NEPTUNE®

Neptune Technology Group Inc.

ProRead AutoDetect Register

AutoDetect is a first step toward a totally automated meter system.



The ProRead AutoDetect register provides an actual direct reading of the register odometer. The ProRead is fully programmable up to a 10-digit ID number, 3 user characters, 3-6 digit meter reading, and meter networking. The register is oil-filled for use in pits, vaults, or other wet environments.

ProRead AutoDetect is the first step toward a totally automated meter system. The encoder provides error-free remote electronic reading capability without the need for batteries. For reading convenience, the register can be mounted in one of four positions on the meter. The ProRead AutoDetect register can distinguish between 2-wire and 3-wire register protocol.

With the ProRead AutoDetect register more reads can be captured per day. Upgrading a meter from a receptacle pad to an R900 will require no reprogramming. Billing cycles will be shortened, and automated bill preparation will improve cash flow.

Warranty

Neptune provides a 10-year limited warranty with respect to its ProRead Auto Detect register for performance, materials, and workmanship.

Key Features

- When programmed in 2-wire mode, the register will distinguish between 2-wire and 3-wire register protocol
- Reprogrammable 1 to 10 digit ID, 3 to 6 digit meter reading
- All registers are oil-filled for moisture protection in humid environments
- Eliminates lockouts and callbacks
- Full sweep hand for testing
- Leak detection on register face
- Tamperproof seal to meter
- Ideal for compounds, R900s, manifold settings, and submetering where two registers can be read with one receptacle, when formatted properly
- Multi-pit receptacles are prewired, sealed in 6' or 25' wire lengths, and can be potted and pre-wired

Registration and Register Capacity

Meter Size	Gallons (U.S. & Imperial) 4-Wheel	6-Wheel		Cubic Feet (ft^3) 4-Wheel	6-Wheel		Cubic Metres (m^3) 4-Wheel	6-Wheel	
4 and 6 -Wheel Encoded Odometers									
5/8", 3/4", 1	9999	9 0/5	0	9999	9 0/5		9999	9 0/5	-
1 1/2"	9999	9 0/5	00	9999	9 0/5	0	9999	9 0/5	-
2", 3", 4"	9999	9 0/5	00	9999	9 0/5	0	9999	9 0/5	-
6", 8", 10", 12"	9999	9 0/5	000	9999	9 0/5	00	9999	9 0/5	0
16", 20"	9999	9 0/5	0000	9999	9 0/5	000	9999	9 0/5	00

Some other special resolutions available upon request.

Specifications

- Materials
  - Encoder register housing: Polycarbonate
  - Remote receptacles: ABS
  - Connecting wire: 3-lead #22 AWG
- Distance
  - A single register may be located with up to 500 feet of wire from receptacle.
  - Two networked registers can be located with up to 300 feet of wire from receptacle.

Options

- Sizes
  - Available in all sizes and makes of current Neptune meters.
- Electronic Accessory Equipment
  - Advantage
  - Pocket ProReader
  - DAP Handhelds
  - R900s (Single or Dual)
- Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

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NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

DAP PC9800 Handheld Computer

The DAP PC9800 handheld computer operates together with Neptune's route management software to provide a complete meter reading solution with advanced functions for water utilities.



Key Features

- **AMR capable – fully compatible with R900 MIUs**
- **Rugged for harsh environments**
- **Full alphanumeric keypad – raised independent rubber keys with tactile feedback**
- **Large temperature compensated display**
- **Replaceable long life lithium Ion battery – intelligent fast charge system**
- **Supported by a certified customer support center**

Key Benefits

- **Migrates from multiple data collection methods: manual keyed entry, probed encoders with Advantage II, and walk-by RF**
- **Built for utility meter reading applications**
- **Easy to use with a gloved hand – right or left hand operation**
- **Optimal visual character recognition for outdoor applications**
- **Maximize field productivity**
- **Courteous, prompt, and conscientious support specialists available if needed**

The DAP PC9800 handheld computer operates together with Neptune's route management software to provide a complete meter reading solution with advanced functions for water utilities. Its features and durable construction are ideally suited to address meter reading applications and to interface with most common meter adapters and probes.

Features for the Future

With its high performance 386 processor, large memory, and MS-DOS compatibility, the PC9800 paves the way to performing a wide variety of field services.

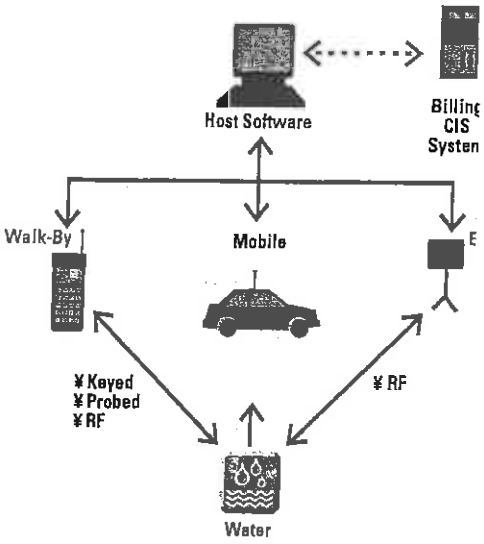
Wireless RF links and serial ports make this handheld computer the ideal platform for easy connection of peripherals, enabling a whole world of application opportunities. It can be configured with a choice of RF adapters to collect data from RF meter interface units.

Designed for Ease of Use and Harsh Environments

The rugged, ergonomically designed case was developed with the field user in mind. It enhances day-to-day performance and makes field work easier and more comfortable, even in harsh environments and extreme weather conditions.

With its large screen, the PC9800 offers customizable display resolution to adapt to the application and make all necessary information available at a glance.

The PC9800 works with route management software to provide a complete meter reading solution with advanced functions for water utilities.



Dimensions

Casing size:

- Height: 39 mm min., 60 mm max. (1.53" min., 2.36" max.)
- Width: 90 mm min., 104 mm max. (3.53" min., 4.08" max.)
- Length: 248 mm (9.74")

Weight

1.9 lb. (840 g with batteries)

Temperature

- Specified: -4°F to +122°F (-20°C to +50°C)
- Operating: -22°F to +122°F (-30°C to +50°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 95% non-condensing

Environmental Resistance

- Resistant to various chemical products
- Shock resistant (meets MIL-STD-810E method 516.4 proc. 4, CEI 68-2-32)
- Sealed to keep out dust, humidity, and water (meets: MIL-STD-810E method 506.3 proc. 1 or method 512.3 proc.1)
- Withstands electrostatic discharge (meets: CEI-801-2)

Certificates

- CE certified
- FCC, class A
- ISO 9001

Accessories

- Ergonomic hand strap, adjustable for either right-handed or left-handed user
- Optional shoulder strap
- Real time clock

Technical Specifications

- Processor
  - 386 processor 25 MHz, full PC compatibility
- Operating System
  - DOS Version 6.22
  - SystemSoft® 386 BIOS
- Memory
  - Flash ROM for BIOS, DOS, communication and SETUP programs: 512 KB
  - 4 MB SRAM
  - 8MB NAND memory type
- Display
  - LCD, dot-matrix, 200 x 200 pixels, FSTN, backlit screen
  - CGA-compatible text and graphics
  - Multiple fonts support up to 25 lines of 33 characters (RouteMAPs only)
  - Automatic temperature compensation
  - Contrast
- Keyboard
  - Highly ergonomic keyboard, tactile and audible feedback, 51 multifunction keys, including direct access cursors, functions and ESC keys
  - Single-hand typing feature
  - Keyboard has optional backlit rubber keys
- Power
  - On/Off switch, manual and automatic turn off
  - Rechargeable lithium-ion battery pack with intelligent fast-charge mode
  - Integrated charge status and low-battery indicator
  - Separate rechargeable lithium-manganese battery back-up for long data retention
  - Application independent power management and APM 1.1 support
  - Power gauge support for main battery
- Communication
  - DAP Infrared port to communicate with cradles (up to 38,400 bps)
  - RS232 port (LEMO connector), communication up to 38,400 bps

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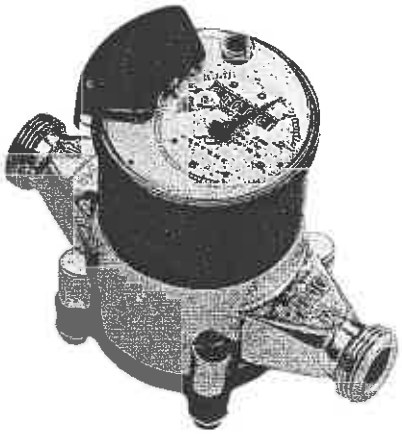
NEPTUNE®

Neptune Technology Group Inc.

T-10 Meter

Sizes: 5/8", 3/4", and 1"

T-10 water meters are warranted for performance, materials, and workmanship.



Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle is 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, an EnviroBrass® II 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 EnviroBrass II 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

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.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Key Features

■ Register

- Magnetic drive, 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

■ EnviroBrass II Maincase

- Made from EnviroBrass II
- ANSI/NSF 61 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- EnviroBrass II provides residual value vs. plastic
- Electrical grounding continuity

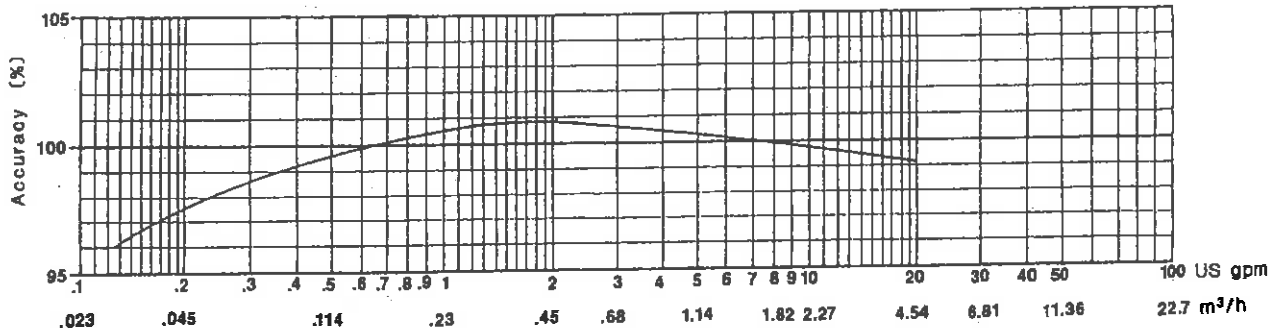
■ Nutating Disc Measuring Chamber

- 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

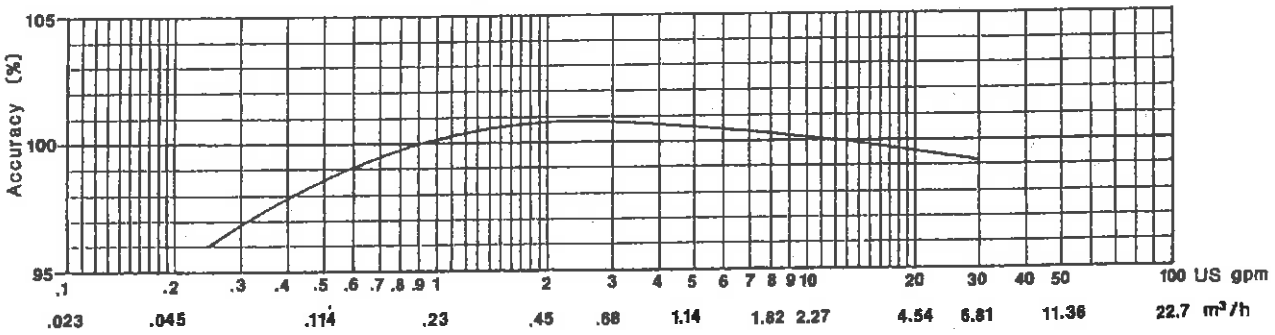
T-10 Meter

Sizes: 5/8", 3/4", and 1"

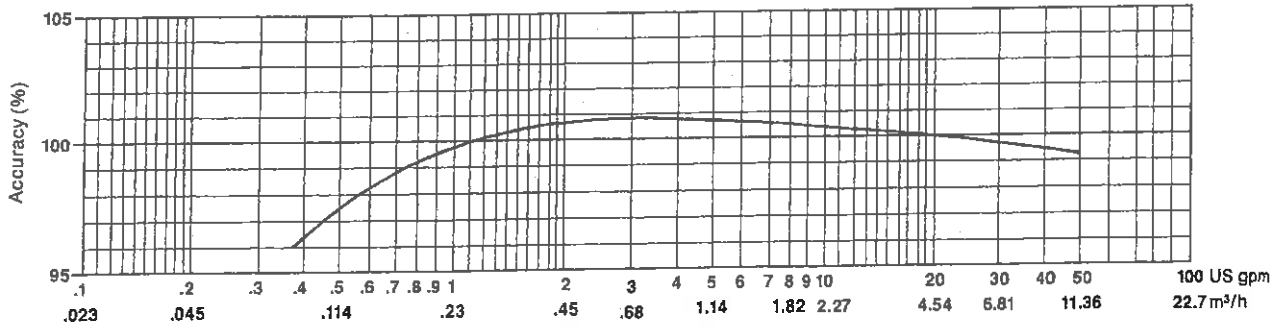
5/8" Accuracy



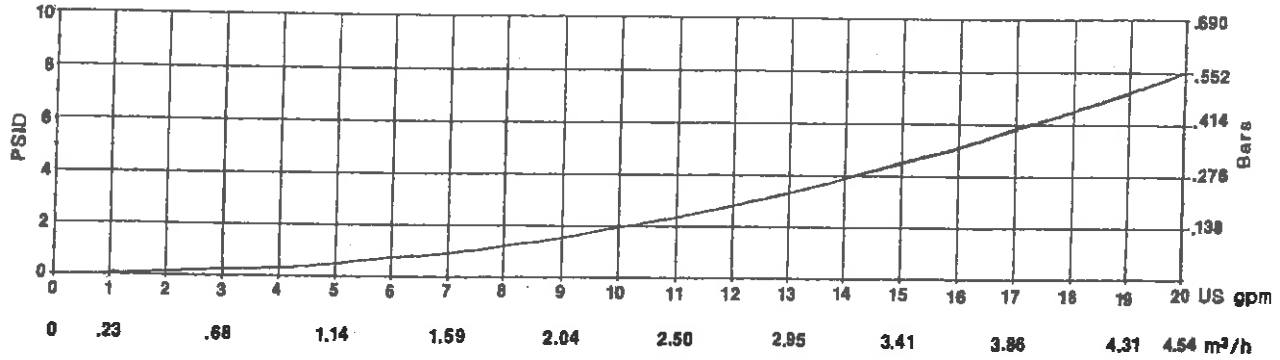
3/4" Accuracy



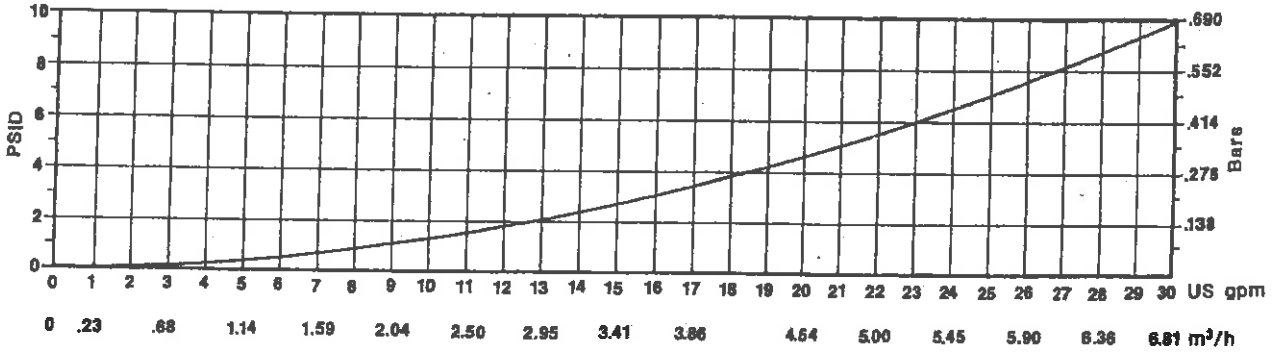
1" Accuracy



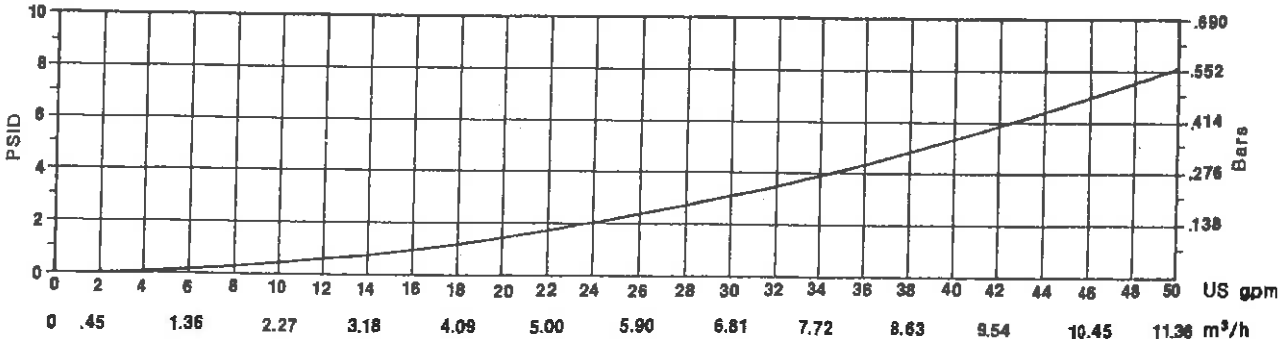
5/8" Pressure Loss



3/4" Pressure Loss



1" Pressure Loss



These charts show typical meter performance. Individual results may vary.

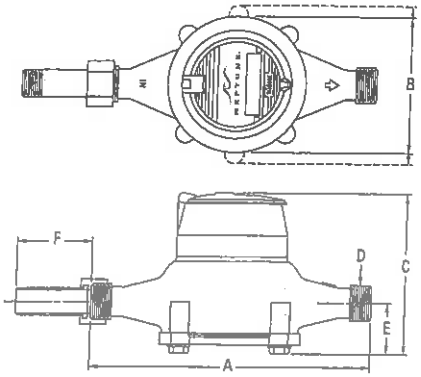
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	1/8 US gpm 0.03 m³/h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	1/4 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	3/8 US gpm 0.09 m³/h

Registration

Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	✓	✓
10	Imperial Gallons	✓	✓
1	Cubic Foot	✓	✓
0.1	Cubic Metre	✓	✓
0.01	Cubic Metre	✓	

Register Capacity (6-Wheel odometer)		5/8"	3/4" & 1"
10,000,000	US Gallons	✓	✓
10,000,000	Imperial Gallons	✓	✓
1,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓	✓
10,000	Cubic Metres	✓	



Dimensions

Meter Size	A in/mm	B in/mm	C-Std in/mm	C-ARB in/mm	D-Threads per inch	D-OD in/mm	E in/mm	F in/mm	Weight lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	14	1.030 26	1 5/8 41	2 1/2 64	3 3/4 1.7
5/8"x3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	11 1/2	1.290 33	1 5/8 41	2 5/8 67	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	6 2.7
3/4"SL	7 1/2 911	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	5 1/2 2.5
3/4"x1"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.626 41	1 7/8 48	2 3/4 70	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.626 41	2 1/8 54	2 3/4 70	9 3/4 4.4
1"x1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.865 47	2 1/8 54	2 13/16 71	10 1/4 4.6

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead AutoDetect, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

Specifications

- Certification: ANSI/NSF 61
- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 150 psi (1034 kPa)
- Maximum operating 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 1 1/4"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
  - Direct reading: Bronze box and cover (standard)
  - Remote reading: ProRead AutoDetect Absolute Encoder, TRICON/S, TRICON/E3
  - Reclaim
- Bottom caps:
  - Synthetic polymer (5/8" only)
  - Cast iron
  - EnviroBrass II, ductile iron
- Connections: EnviroBrass II, straight or bent

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
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Fax. (334) 283-7299

Neptune Technology Group Inc.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax. (905) 858-0428

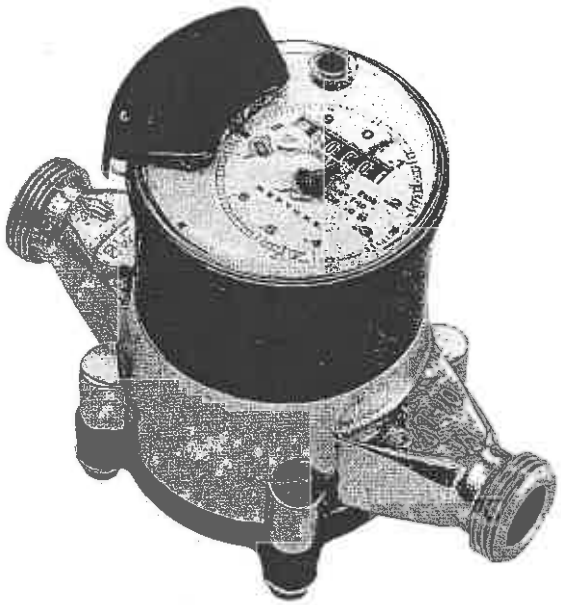
Neptune Technology Group Inc.
Via Gustavo Baz No. 28-C
Col. Naucalpan Centro
53000 Naucalpan, Estado de México
Tel: (525) 358-8737
Fax. (525) 576-1934

www.neptunetg.com

PS T10SMALL 12.01
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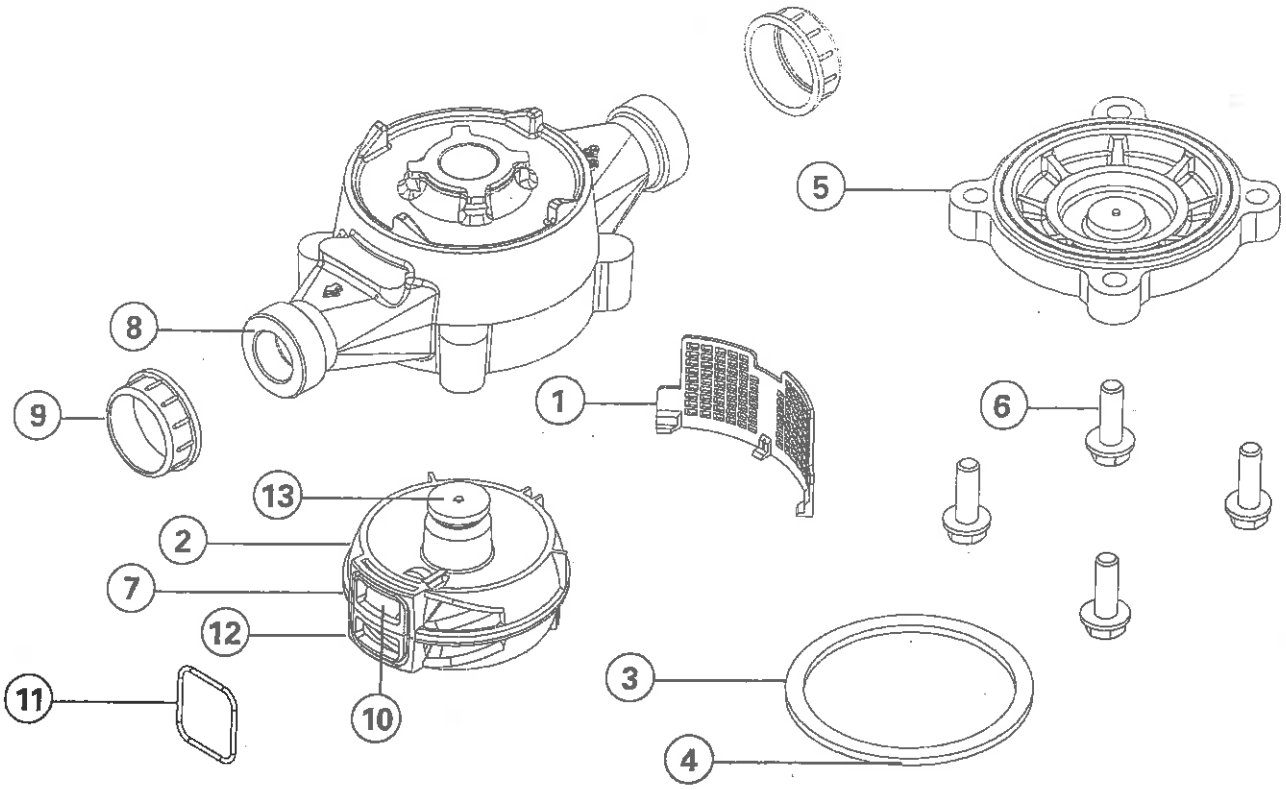
NEPTUNE®

Neptune Technology Group Inc.



T-10 Parts List

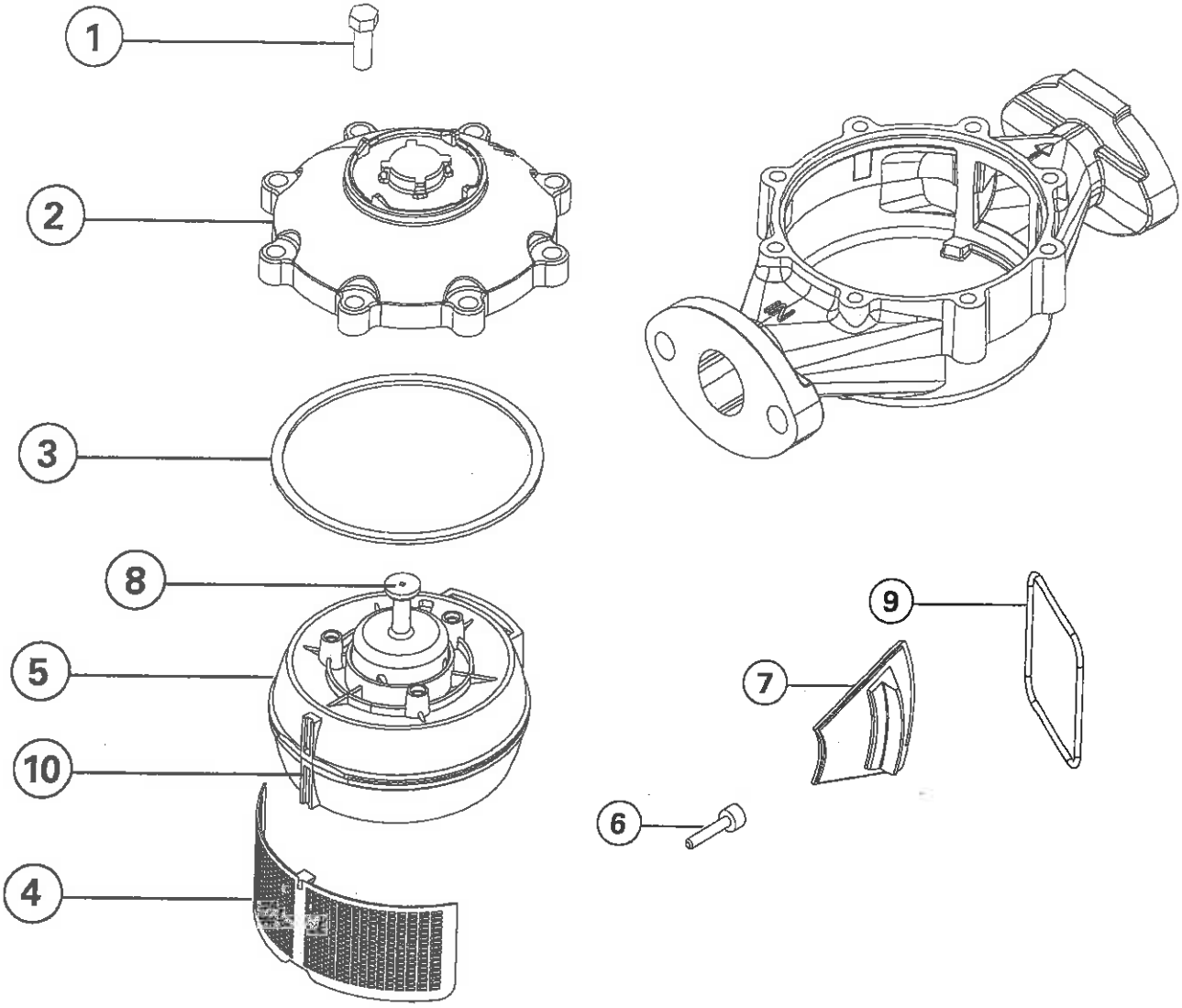
5/8" Through 1"



ITEM NO.	DESCRIPTION	PART NUMBER		
		5/8", 5/8" x 3/4"	3/4"	1"
	Register			
1	Strainer	9399-004	9831-001	9831-002
2	Chamber Complete	9400-600	9826-200	9826-100
3	Gasket, Bottom cap	8340-028	8340-034	8340-038
4	Liner, Bottom Cap*	9398-001	9832-001	9841-001
5	Bottom Cap, Plastic	9397-501	-	-
	Bronze	9397-023	9833-024	9842-024
	Cast Iron	9397-010	9833-010	9842-010
	Ductile Iron (Special Order)	9397-020	9833-003	9842-101
6	Bolt and Washer			
	SST-302 (w/washer)	8353-106	8353-106	8353-106
	SST-316 (w/washer	8353-105	8353-105	8353-105
7	Thrust Roller	81-500	81-500	190-500
8	Spud Plug	1787-101	1787-101	1787-102
9	Spud Cap Plastic	1788-008	1789-008	1790-007
10	Diaphragm	9391-001	9829-001	9840-001
11	"O" Ring	9386-001	9386-002	9386-003
12	Drive Shaft	9393-001	N/A	N/A
13	Magnet	6724-003	N/A	N/A
	Control Block Assembly	N/A	N/A	9231-004

* Not required with SP or Bronze bottom caps.

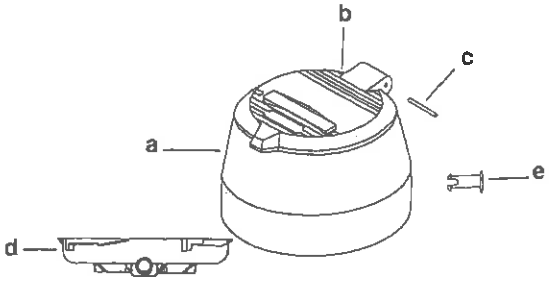
1-1/2" Through 2"



ITEM NO.	DESCRIPTION	PART NUMBER SP Chamber	
		1-1/2"	2"
1	Bolts	8307-051	8307-051
2	Cover, Maincase	9082-002	9080-002
3	Gasket, Maincase	9083-001	9083-002
4	Strainer	9084-001	9084-002
5	Chamber Complete	9098-500	9098-510
6	Thrust Roller	9850-100	9850-100
7	Diaphragm	9086-101	9086-102
8	Control Block Assembly	9097-000	9097-010
9	"O" Ring	8316-607	8316-606
10	Drive Shaft	9096-001	9096-002
11	Magnet	6724-003	6724-003

Roll-Sealed Register Assemblies

Registration	5/8"	3/4"	1"	1-1/2"	2"
Cu. Ft.	9107-012	9107-022	9107-032	9107-042	9107-052
Gal.	9107-011	9107-021	9107-031	9107-041	9107-051
M^3	9107-013	9107-023	9107-033	9107-043	9107-053



Register Box Parts

ITEM NO.	Gold DESCRIPTION	Bronze	Plastic	Color
	Register Box Assembled	9131-100	9131-000	
a	Register Box (Brz Box & Lid only)	9133-202	9133-001	
b	Register Cover	9132-202	9132-001	
c	Hinge Pin, Register	8313-402	8350-007	
d	Retainer Ring	9105-001	9105-001	
e	Seal Pin, D/R Register, ProRead Register	9106-002	9106-001	9106-002
	Seal Pin, High Profile Reg Box		9309-501	
	Screw, Pulser Register	8460-011		
	Seal Pin, Old Direct Read	9309-501		

Register Assemblies

Size	Registration	Direct Read	ARB* 4-Wheel Encoder	ARB* 6-Wheel Encoder	ProRead* 4-Wheel Encoder	ProRead* 6-Wheel Encoder
5/8"	Cu. Ft.	R82F11	R52F11	R52F12	R62F11	R62F12
	Gal.	R82G11	R52G11	R52G12	R62G11	R62G12
	M^3	R82M11	R52M11	R52M12	R62M11	R62M12
3/4"	Cu. Ft.	R82F21	R52F21	R52F22	R62F21	R62F22
	Gal.	R82G21	R52G21	R52G22	R62G21	R62G22
	M^3	R82M21	R52M21	R52M22	R62M21	R62M22
1"	Cu. Ft.	R82F31	R52F31	R52F32	R62F31	R62F32
	Gal.	R82G31	R52G31	R52G32	R62G31	R62G32
	M^3	R82M31	R52M31	R52M32	R62M31	R62M32
1-1/2"	Cu. Ft.	R82G42	R52F41	R52F42	R62F41	R62F42
	Gal.	R82G42	R52G41	R52G42	R62G41	R62G42
	M^3	R82M42	R52M41	R52M42	R62M41	R62M42
2"	Cu. Ft.	R82F52	R52F51	R52F52	R62F51	R62F52
	Gal.	R82G52	R52G51	R52G52	R62G51	R62G52
	M^3	R82M52	R52M51	R52M52	R62M51	R62M52

* Registers do not include ARB® remote receptacles.
When ordering 1" registers for 10 Cu.Ft. registration, add SA68.

For more information by fax, call Neptune FAX-BACK System: 1-800-823-4417 and select the document you wish to order.

NEPTUNE®

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www.neptuneta.com

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EXHIBIT "5"

NEPTUNE

SOFTWARE LICENSE

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Limited Warranty

NEPTUNE warrants to **YOU** that, for the Warranty Period of 90 days from the date of purchase of the software, that:

1. The media on which the Software is furnished, and the documentation therefore are not defective.
2. The Software is properly recorded on the furnished media.

NEPTUNE's entire liability, and the exclusive remedy which **YOU** agree to accept, shall be the replacement of any media or documentation not meeting these warranties. Such media or documentation must be returned to **NEPTUNE** during the Warranty Period. THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE THAT IS MADE BY **NEPTUNE** ON THIS LICENSED SOFTWARE. The Software is otherwise licensed "As Is", and without warranty of any kind. In no event shall **NEPTUNE** be liable to **YOU** or to any third party for consequential, special, indirect or incidental damages which **YOU** or others may incur as a result of using the Software, even if **NEPTUNE** was made aware of such damages or of the possibility that such damages could occur. This warranty gives **YOU** specific legal rights, and **YOU** may have other rights which may vary from state to state. This License Agreement shall be governed by the laws of the State of Alabama.

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Software Schedule

Software Name	Installed Copies	Archival Copies
RouteMAPS®	1	1
EZRouteMAPS™	1	1
EZPortaMAPS™	1	1
RouteMAPS™	1	1
PortaMAPS™	1	1
EZDrivePLUS™	1	1
EZNet™	1	1

EXHIBIT "6"

SYSTEM HARDWARE AND OPERATION SOFTWARE

A. System Components and Software

Description
DAP PC9800 Handheld Meter Reading Device Complete with Cradle
DAPNET Master Communications/Charging Cradle Complete with Cable
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld
EZ Drive Laptop Drive By Data Collector Complete
DAP RouteMAPS

B. Neptune R900 RF MIU Units

Description
R900 Pit MIU complete W/Field Replaceable Battery, 6' Cable
R900 Wall MIU complete W/Field Replaceable Battery, 6' Cable

C. Neptune Encoder Registers

Description
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only
(Any meters manufactured by Schlumberger, Neptune, Rockwell, Sunsus, Invensys, or Precision can be connected to the Neptune system with the purchase of the appropriate electronic encoder register)

D. Meter Washers

Description
3/4" x 1/8' Thick Fiber Meter Connection Washer
3/4' x 1/16' Meduim Fiver Meter Connection Washer
3/4' x 1/16' Meduim Fiver Meter Connection Washer

E. Neptune Meter Pricing with Gallon Encoder Registers

Description
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Proread Encoder Register
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register
1" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register
11/2" T10 Meter Complete W/Proread Encoder Register
2" T10 Meter Complete W/Proread Encoder Register

11/2" HP Turbine Meter complete W/Proread Encoder Register
2" HP Turbine Meter complete W/Proread Encoder Register
3" HP Turbine Meter complete W/Proread Encoder Register
4" HP Turbine Meter complete W/Proread Encoder Register
6" HP Turbine Meter complete W/Proread Encoder Register
8" HP Turbine Meter complete W/Proread Encoder Register
10" HP Turbine Meter complete W/Proread Encoder Register
12" HP Turbine Meter complete W/Proread Encoder Register

2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
6" x 8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers

4" x 1" HP Protectus III Fire Service Compound W/Proread Encoder Registers
6" x 11/2" HP Protectus III Fire Service Compound W/Proread Encoder Registers
8" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers
10" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers

F. Meter Box Lid Cutters

Description
Relton #HS-30, 13/4" Brazed-Carbide Holesaw W/Shank & Pilot Bit
(for steel, cast iron, stainless steel, or aluminum lids)
Relton #1WHS, 13/4" Holesaw W/Shank & Pilot Bit
(for plastic lids)
Relton #TD-28-9, 13/4" Removable Shank Core Bit
(for concrete lids)

G. Meter Boxes and Lids

Description
Russell-Sigma #1910 Cast Iron Meter Box Lid Only W/Electronic Reading Hole
Russell-Sigma #1910 Meter Box Complete W/Electronic Reading Hole

EXHIBIT "7"

SYSTEM SUPPORT AND MAINTENANCE

NEPTUNE

A New Beginning... A Trusted Name

Maintenance Contract Services

Product : **DAP PC9800 HANDHELD AND ALL HR2XX0 HHIUS**

Basic Warranty

The warranty on the DAP PC9800 HandHeld, any HR2XX0 HHIUs (HandHeld interface units), and Communications/Charging cradles is 12 months from shipment date.

Basic Warranty Services Provided during Warranty Period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product via pre-paid ground service
- Free software upgrades
- Repair turnaround time of 10 working days, excluding transit time
- Toll Free assistance 800-647-4832

DAP Care Extended Maintenance Contract Services

Extended Maintenance Contracts are available from your Authorized Neptune Sales representative

Maintenance Contract Services provided during Extended period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free software upgrades
- Repair turnaround time of 5 working days, excluding transit time
- Toll Free assistance 800-647-4832

Not included in Extended Maintenance Contract Services:

- Rechargeable batteries
- Hand straps
- Cables and chargers
- Equipment damaged by abuse or negligence
- Firmware Modifications
- Priority Overnight return shipment of repaired units

Repair Notes:

A Returned Material Authorization (RMA) number must accompany all incoming repairs. This number may be obtained by calling toll free 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.



A New Beginning... A Trusted Name

Product : **EZDRIVE PLUS DATA COLLECTOR**

Basic Warranty

The warranty on EZDrive PLUS Data Collectors is 12 months from shipment date.

Basic Warranty Services Provided during Warranty Period include:

- Free Repair of unit, including parts and labor
- Equivalent Performance Loaner unit shipped within 48 hours of customer notifying System Support of problem
- Return shipment of any repaired items via pre-paid ground service
- Free software upgrades
- Toll Free assistance 800-647-4832

Extended Maintenance Contract Services

Extended Maintenance Contracts are available from your Authorized Neptune Sales representative

Maintenance Contract Services provided during Extended period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free software upgrades
- Repair turnaround time of 10 working days, excluding transit time
- Toll Free assistance 800-647-4832

Not included in Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables, chargers, and replacement antennas
- Equipment damaged by abuse or negligence
- Firmware Modifications
- Priority Overnight return shipment of repaired units

Repair Notes:

A Returned Material Authorization (RMA) number must accompany all incoming repairs. This number may be obtained by calling toll free 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.

EXHIBIT "8"

WORK ASSIGNMENT NUMBER:___

Pursuant to the Manatee County, Florida, Agreement for Hand Held Meter Reading System with Automatic Meter Reading (AMR) capabilities and additional hardware/software requirements, entered into by and between the **COUNTY OF MANATEE,** hereinafter referred to as the "County" and **SUNSTATE METER & SUPPLY, INC.,** hereinafter referred to as the "Contractor," a determination has been made by the County that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Contract, and the Contractor is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT:

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Contractor shall perform tasks as more specifically detailed in Attachments _____ through _____ as follows:

Task No.	Title
_____	_____

Subtask	Title
_____	_____
_____	_____

Compensation to the Contractor for rendering all of the above identified services and products shall not exceed $_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task #_____ - $_____
Task #_____ - $_____

County may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

The Contractor agrees to perform or render services in accordance with the Hand Held Meter Reading System with Automatic Meter Reading Capabilities Agreement and this Work Assignment.

WITNESSES:

Sign Name:_____

Print Name:_____

Sign Name: _____

Print Name:_____

SUNSTATE METER & SUPPLY, INC.

By:_____

Print Name:_____

Title:_____

Phone Number:_____

Recommended By:

Sign:_____
Jim Seuffert, Director
Financial Management Department

For Work Assignment compensation exceeding $100,000 as the maximum total compensation, the following approvals shall be incorporated into the Work Assignment Authorization (Ref. Article 24, Paragraph I).

Approved as to Format and Correctness

Sign:_____
R. C. "Rob" Cuthbert, C.P.M.
Purchasing Division

APPROVED, with a quorum presented and voting this _____ day of _____ 20___.

"COUNTY"
COUNTY OF MANATEE, a political sub-division of the State of Florida

Attest: _____
R. B. "Chips" Shore
Clerk of the Circuit Court

Sign:_____
Chairman
Board of County Commissioners

Manatee County
Clerk of the Circuit Court and Comptroller
R.B. "Chips" Shore
P.O. Box 25400 ○ Bradenton, Florida 34206 ○ (941) 749-1800 ○ FAX (941) 741-4082 ○ www.manateeclerk.com

DATE: June 15, 2007

TO: Sunstate Meter & Supply, Inc.
14001 West Newberry Road
Newberry, FL 32669

FROM: Clerk of the Court
Board Records Department
Patl Kopke
P. O. Box 25400
Bradenton, FL 34206

RE: **ADDENDUM THREE – HAND HELD METER READING SYSTEM WITH AUTOMATIC METER READING (AMR) CAPABILITIES**

Approved: In open session by the Board of County Commissioners, Manatee County, Florida, on June 12, 2007.

Enclosed please find an original agreement for the above referenced item.

cc: Board Records
Frank Lambertson/Purchasing

RBS/SGR/pk

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 1 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			******************************		
			****** CHANGE ORDER #9 *******		
			THIS IS A CHANGE TO THE		
			ORIGINAL PURCHASE ORDER		
			******************************		
001	0	EA	CHANGE ORDER NUMBER FOUR EXTEND PO FROM 04/19/08-04/18/09 (AMR) SYSTEM AGREEMENT (T4000065) AS AMENDED.	0.00	
			501-0003698-595000		
002	0	EA	ADDENDUM #1 TO THE HAND HELD METER READING (AMR) SYSTEM AGREEMENT(T4000065) BLANKET PURCHASE ORDER TO ALLOW USE OF RELEASE ORDERS BY CENTRAL STORES WAREHOUSE (66TH ST W) VALID FROM 04/19/06-04/18/07.	0.00	
			501-0003698-595000		
003	0	EA	Addendum #2 (attached) incorporates new items that may be purchased via this purchase order..	0.00	
			501-0003698-595000		
004	0	EA	CHANGE ORDER NUMBER FIVE EXTENDING PO FROM 4/19/09 - 8/16/09 AMR SYSTEM (T4000065).	0.00	

****CONTINUED****

TOTAL

Requisition#:
Reference #:

Buyer:

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 2 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			501-0003698-595000		
005	0	EA	CHANGE ORDER NUMBER SIX EXTENDING PO FROM 8/17/09 - 8/16/14 AND INCORPORATION OF ADDENDUM #4 (ATTACHED) WHICH PROVIDES FOR EQUIPMENT PRICE ADJUSTMENTS	0.00	
			501-0003698-595000		
006	0	EA	Change Order #7 incorporates Acquisition Pricing dated 6/30/2011 as attached.	0.00	
			501-0003698-595000		
007	0	EA	Change Order #8. The following items are added to this PO as stated below:	0.00	
			501-0003698-595000		
008	0	EA	Any Size/Model Neptune Direc Read Gallon Register W/Plastic Enclosure & Lid. $19.90	19.90	
			501-0003698-595000		
009	0	EA	Any Size/Model Neptune Direct Read "Reclaimed" Gallon Resister W/Plastic Enclosure & Lid. $22.40	22.40	
			501-0003698-595000		

****CONTINUED****

TOTAL

Requisition#:
Reference #: **Buyer:**

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL. 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 3 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
010	0	EA	Any Size/Model Neptune Direct Read Gallon Register W/Bronze Enclosure & Lid. $29.00	29.00	
			501-0003698-595000		
011	0	EA	Any Size/Model Neptune Direct Read "Reclaimed" Gallon Register W/Bronze Enclosure & Lid. $31.50	31.50	
			501-0003698-595000		
012	0	EA	Change Order #9 Incorporates Addendum #6 extending the agreement from August 17, 2014 to August 16, 2019.	0.00	
			501-0003698-595000		

TOTAL 0.00

Requisition#: R058968
Reference #:

Buyer: FRANK LAMBERTSON NEGOTIATOR (941) 749-3042

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

ADDENDUM NUMBER SIX
TO
HAND HELD METER READING SYSTEM WITH
AUTOMATIC METER READING (AMR) CAPABILITIES AGREEMENT

THIS ADDENDUM NUMBER SIX TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and SUNSTATE METER & SUPPLY, INC, LLC (and its subcontractor Neptune Technology Group Inc.) hereinafter referred to as "Contractor", with offices located at 14001 West Newberry Road, Newberry, FL 32669.

WHEREAS, on August 17, 2004, the parties hereto entered into an Agreement for a Hand Held Meter Reading System with Automatic Meter Reading (AMR) Capabilities hereinafter "the Agreement"; and

WHEREAS, on April 19, 2005, the parties hereto entered into Addendum Number One amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on May 9, 2006, the parties hereto entered into Addendum Number Two amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on June 12, 2007, the parties hereto entered into Addendum Number Three amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on November 3, 2009, the parties hereto entered into Addendum Number Four extended the Agreement from August 17, 2009 through August 16, 2014 and included a revised Exhibit "3" Future Acquisition Pricing; and

WHEREAS, on October 5, 2011 the parties hereto entered in Addendum Number Five incorporated a revised Exhibit "3" Future Acquisition Pricing (Revision #5 – dated 6/30/2011); and

WHEREAS, the Agreement may be extended for two additional option periods of five (5) and one (1) has already been exercised; and

WHEREAS, the County continues to require these services; and

WHEREAS, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

NOW THERE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. Exhibit "3" Future Acquisition Pricing (Revision #6 – dated 07/7/2014) as attached to this Addendum replaces the original Exhibit "3" Future Acquisition Pricing.

2. The Agreement is extended beginning August 17, 2014 and terminating August 16, 2019.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

The parties hereto have caused this Addendum Number Six to the agreement for Hand Held Meter Reading System with Automatic Meter Reading (AMR) Capabilities to be fully executed, in duplicate, by their authorized representatives.

SUNSTATE METER AND SUPPLY INC.

By: N. A. Ellenburg

Print Name: N.A. Ellenburg

Title: President

Date: 9/2/2014

COUNTY OF MANATEE

By: Melissa M. Wendel, CPPO
Purchasing Official

Date: 9/3/2014

EXHIBIT "3"

FUTURE ACQUISITION PRICING

(Revision #6 – dated 7/7/2014)

A. System Components

Description	Unit Price
CE5320B Handheld Meter Reading Device Complete W/2650i RF Receiver	$3,980.00 (1)
DAP Ethernet Communications/Charging Cradle Complete W/Power Adapter	$485.00 (1)
MRX920II Mobile Drive By Data Collector Complete	$9,950.00
ARB N_Sight Mobile Software Complete	$1,850.00
ARB N_Sight Mobile Software On-Site Training (2 – Days)	$2,500.00
Mag Mount Antenna	$65.00
Trimble Nomad 900B Handheld Device	$2,250.00 (2)
Trimble Nomad Charging/Communications Cradle	$485.00 (2)
R900 Belt Clip RF Receiver	$1,850.00 (2)
#12005-004, ½ Wave Antenna F/2650i Receiver	$57.72

(1) Items discontinued July, 2014.
(2) Replacement reading equipment added July, 2014.

All system (hardware) components listed above include a one-year warranty.

B. System Component Warranty Coverage

Description	Unit Price
CE5320B Handheld Meter Reading Device	$665.00
2650i RF Receiver	$328.00
MRX920II Mobile Drive By Data Collector	$1,000.00
ARB N_Sight Mobile Software	$2,400.00
Trimble Nomad 900B Handheld Device	$525.00
R900 Belt Clip RF Receiver	$325.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU Complete W/Field Replaceable Battery, 6' Cable Dual Port Capable	$94.50
R900 Wall MIU Complete W/Field Replaceable Battery Dual Port Capable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

E. Neptune Meter Pricing With Gallon Encoder Registers

Description	Unit Price
5/8"x3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$34.80
W/Proread Encoder Register	$81.90
¾"x3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$68.20
W/Proread Encoder Register	$105.80
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$112.00
W/Proread Encoder Register	$150.30
1 ½" T10 Meter Complete W/Direct Read Register	$232.20
W/Proread Encoder Register	$276.80
2" T10 Meter Complete W/Direct Read Register	$311.90
W/Proread Encoder Register	$354.90
1 ½" HP Turbine Meter Complete W/Proread Encoder Register	$405.90
2" HP Turbine Meter Complete W/Proread Encoder Register	$425.80
3" HP Turbine Meter Complete W/Proread Encoder Register	$758.40
4" HP Turbine Meter Complete W/Proread Encoder Register	$919.90
6" HP Turbine Meter Complete W/Proread Encoder Register	$1,866.90
8" HP Turbine Meter Complete W/Proread Encoder Register	$2,687.00
10" HP Turbine Meter Complete W/Proread Encoder Register	$4,242.00
12" HP Turbine Meter Complete W/Proread Encoder Register	$8,833.70
2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,224.00
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,559.76
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,845.00
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$2,998.50
6"x8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$4,795.40
4"x1" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$4,648.53
6"x1 ½" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$6,870.21
8"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$9,164.78
10"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$11,941.73

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protects IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$5,129.78
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$8,432.71
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread	$11,227.80
Encoder Registers	
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$14,097.98

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

F. Additional Equipment

Neptune, MX900 GIS Mapping Module Software	$4,000.00
Neptune, MX900 GIS Mapping Module Software Training	$2,200.00
Neptune, Additional Software Seat License	$185.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – AC/Pole Mount	$7,950.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – Solar/Pole Mount	$8,950.00
Neptune, DAP PC9800 Lithium Ion Replacement Battery Pack	$186.00
Neptune, CE5320 Lithium Ion Replacement Battery Pack	$186.00
Add-On to Meter unit price for Optional Purple "Reclaimed" Trim and Marking (any size meter in agreement)	$2.50
Neptune, 3" Bronze Flanged Meter Strainer	$498.60
Neptune, 4" Bronze Flanged Meter Strainer	$599.15
Neptune, 6" Bronze Flanged Meter Strainer	$1,018
Neptune, 8" Bronze Flanged Meter Strainer	$1,871.35

G. Neptune R900i Integrated Pit Ecoder With MIU Pricing

Description	Unit Price
Neptune, R900i Integrated Pit Ecoder With MIU Only	$144.50
5/8"x3/4" T10 Meter W/Pl. Bottom Complete With R900i Pit Ecoder/MIU	$173.20
¾"x3/4" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$204.00
1" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$219.70
1 1/2" T10 Meter Complete With R900i Pit Ecoder/MIU	$336.00
2" T10 Meter Complete With R900i Pit Ecoder/MIU	$420.80
1 ½" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$463.00
2" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$492.00
3" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$810.80
4" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$992.80
6" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,082.50
8" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,737.67
10" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$4,267.80
12" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$9,207.00
2" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,390.00
3" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,646.00
4" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$2,214.00
6" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$3,161.00
6"x8" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,907.00
4"x1" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,757.00
6"x1 ½" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$7,016.00
8"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$9,283.00
10"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$12,151.00

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$5,238.25
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$8,578.50
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$11,345.50
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$14,307.25

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

Replacement Standard Integrated Antenna Assembly Kit	$11.45
Replacement Short "Stubby" Integrated Antenna Assembly Kit	$11.45
Optional Short Length Extended Range Pit Lid Antenna	$19.80
Optional Long Length Extended Range Pit Lid Antenna	$27.90

H. Additional Equipment (revised as of 7-7-2014)

Mars Curb Stop Valve Lock Assembly Complete With Straps	$2.80
R900i Register Upgrade Program* (Any Size/Model)	$99.00
*(Requires trade-in of existing Proread Register Prewired to wired Pit MIU)	
3" DI Coated Flanged Meter Strainer	$371.25
4" DI Coated Flanged Meter Strainer	$443.75
6" DI Coated Flanged Meter Strainer	$756.25
8" DI Coated Flanged Meter Strainer	$1,608.75
3" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1312.50
4" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1,736.00
6" Tru Flo Compound UME W/R900i Pit Gallon Registers	$2,408.00
3" HP Turbine UME W/R900i Pit Gallon Register	$700.00
4" HP Turbine UME W/R900i Pit Gallon Register	$868.00
6" HP Turbine UME W/R900i Pit Gallon Register	$1,204.00
4" HPT P3 UME W/R900i Pit Gallon Register	$1,540.00
6" HPT P3 UME W/R900i Pit Gallon Register	$2,212.00
8" HPT P3 UME W/R900i Pit Gallon Register	$2,884.00
10" HPT P3 UME W/R900i Pit Gallon Register	$3,556.00

I. Future Price Consideration

All prices to be reviewed prior to the end of each contract price evaluation period (24 month) beginning on 8-17-2014 and subsequently every 24-month period thereafter (8-17-2016) until performance period concludes on 8-16-19. If price increases are necessary, new pricing will be provided to Manatee County by Sunstate Meter & Supply, Inc. prior to end of 24-month contract period for review by Manatee County. All possible price increases will not exceed the published Producer Price Index (PPI) Series ID: WPU10280301 – Copper and copper-base alloy sand castings (As annually published by the Bureaus of Labor) during particular 24-month contract period.

Christopher Collier

From: frank.lambertson@mymanatee.org
Sent: Wednesday, October 08, 2014 11:17 AM
To: Christopher Collier
Subject: Manatee County Sunstate Meters Agreement

Chris:

I have attached our last addendum, the original agreement and your organization is certainly able to piggyback off this agreement should you choose to do so.

Frank G. Lambertson, Contracts Negotiator
Manatee County Government, Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
frank.lambertson@mymanatee.org
Phone: 941-749-3042
Fax: 941-749-3034

Click here to report this email as spam.

MANATEE COUNTY
METER BID
GOOD TILL 8-16-2019

EXHIBIT "3"

FUTURE ACQUISITION PRICING

(Revision #6 – dated 7/7/2014)

A. System Components

Description	Unit Price
CE5320B Handheld Meter Reading Device Complete W/2650i RF Receiver	$3,980.00 (1)
DAP Ethernet Communications/Charging Cradle Complete W/Power Adapter	$485.00 (1)
MRX920II Mobile Drive By Data Collector Complete	$9,950.00
ARB N_Sight Mobile Software Complete	$1,850.00
ARB N_Sight Mobile Software On-Site Training (2 – Days)	$2,500.00
Mag Mount Antenna	$65.00
Trimble Nomad 900B Handheld Device	$2,250.00 (2)
Trimble Nomad Charging/Communications Cradle	$485.00 (2)
R900 Belt Clip RF Receiver	$1,850.00 (2)
#12005-004, ½ Wave Antenna F/2650i Receiver	$57.72

(1) Items discontinued July, 2014.
(2) Replacement reading equipment added July, 2014.

All system (hardware) components listed above include a one-year warranty.

B. System Component Warranty Coverage

Description	Unit Price
CE5320B Handheld Meter Reading Device	$665.00
2650i RF Receiver	$328.00
MRX920II Mobile Drive By Data Collector	$1,000.00
ARB N_Sight Mobile Software	$2,400.00
Trimble Nomad 900B Handheld Device	$525.00
R900 Belt Clip RF Receiver	$325.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU Complete W/Field Replaceable Battery, 6' Cable Dual Port Capable	$94.50
R900 Wall MIU Complete W/Field Replaceable Battery Dual Port Capable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

E. Neptune Meter Pricing With Gallon Encoder Registers

Description	Unit Price
5/8"x3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$34.80
W/Proread Encoder Register	$81.90
¾"x3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$68.20
W/Proread Encoder Register	$105.80
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$112.00
W/Proread Encoder Register	$150.30
1 ½" T10 Meter Complete W/Direct Read Register	$232.20
W/Proread Encoder Register	$276.80
2" T10 Meter Complete W/Direct Read Register	$311.90
W/Proread Encoder Register	$354.90
1 ½" HP Turbine Meter Complete W/Proread Encoder Register	$405.90
2" HP Turbine Meter Complete W/Proread Encoder Register	$425.80
3" HP Turbine Meter Complete W/Proread Encoder Register	$758.40
4" HP Turbine Meter Complete W/Proread Encoder Register	$919.90
6" HP Turbine Meter Complete W/Proread Encoder Register	$1,866.90
8" HP Turbine Meter Complete W/Proread Encoder Register	$2,687.00
10" HP Turbine Meter Complete W/Proread Encoder Register	$4,242.00
12" HP Turbine Meter Complete W/Proread Encoder Register	$8,833.70
2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,224.00
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,559.76
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,845.00
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$2,998.50
6"x8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$4,795.40
4"x1" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$4,648.53
6"x1 ½" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$6,870.21
8"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$9,164.78
10"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$11,941.73

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protects IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$5,129.78
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$8,432.71
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread	$11,227.80
Encoder Registers	
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$14,097.98

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

F. Additional Equipment

Neptune, MX900 GIS Mapping Module Software	$4,000.00
Neptune, MX900 GIS Mapping Module Software Training	$2,200.00
Neptune, Additional Software Seat License	$185.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – AC/Pole Mount	$7,950.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – Solar/Pole Mount	$8,950.00
Neptune, DAP PC9800 Lithium Ion Replacement Battery Pack	$186.00
Neptune, CE5320 Lithium Ion Replacement Battery Pack	$186.00
Add-On to Meter unit price for Optional Purple "Reclaimed" Trim and Marking (any size meter in agreement)	$2.50
Neptune, 3" Bronze Flanged Meter Strainer	$498.60
Neptune, 4" Bronze Flanged Meter Strainer	$599.15
Neptune, 6" Bronze Flanged Meter Strainer	$1,018
Neptune, 8" Bronze Flanged Meter Strainer	$1,871.35

G. Neptune R900i Integrated Pit Ecoder With MIU Pricing

Description	Unit Price
Neptune, R900i Integrated Pit Ecoder With MIU Only	$144.50
5/8"x3/4" T10 Meter W/Pl. Bottom Complete With R900i Pit Ecoder/MIU	$173.20
¾"x3/4" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$204.00
1" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$219.70
1 1/2" T10 Meter Complete With R900i Pit Ecoder/MIU	$336.00
2" T10 Meter Complete With R900i Pit Ecoder/MIU	$420.80
1 ½" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$463.00
2" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$492.00
3" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$810.80
4" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$992.80
6" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,082.50
8" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,737.67
10" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$4,267.80
12" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$9,207.00
2" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,390.00
3" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,646.00
4" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$2,214.00
6" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$3,161.00
6"x8" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,907.00
4"x1" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,757.00
6"x1 ½" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$7,016.00
8"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$9,283.00
10"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$12,151.00

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$5,238.25
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$8,578.50
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$11,345.50
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$14,307.25

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

Replacement Standard Integrated Antenna Assembly Kit	$11.45
Replacement Short "Stubby" Integrated Antenna Assembly Kit	$11.45
Optional Short Length Extended Range Pit Lid Antenna	$19.80
Optional Long Length Extended Range Pit Lid Antenna	$27.90

H. Additional Equipment (revised as of 7-7-2014)

Mars Curb Stop Valve Lock Assembly Complete With Straps	$2.80
R900i Register Upgrade Program* (Any Size/Model)	$99.00
*(Requires trade-in of existing Proread Register Prewired to wired Pit MIU)	
3" DI Coated Flanged Meter Strainer	$371.25
4" DI Coated Flanged Meter Strainer	$443.75
6" DI Coated Flanged Meter Strainer	$756.25
8" DI Coated Flanged Meter Strainer	$1,608.75
3" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1312.50
4" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1,736.00
6" Tru Flo Compound UME W/R900i Pit Gallon Registers	$2,408.00
3" HP Turbine UME W/R900i Pit Gallon Register	$700.00
4" HP Turbine UME W/R900i Pit Gallon Register	$868.00
6" HP Turbine UME W/R900i Pit Gallon Register	$1,204.00
4" HPT P3 UME W/R900i Pit Gallon Register	$1,540.00
6" HPT P3 UME W/R900i Pit Gallon Register	$2,212.00
8" HPT P3 UME W/R900i Pit Gallon Register	$2,884.00
10" HPT P3 UME W/R900i Pit Gallon Register	$3,556.00

I. Future Price Consideration

All prices to be reviewed prior to the end of each contract price evaluation period (24 month) beginning on 8-17-2014 and subsequently every 24-month period thereafter (8-17-2016) until performance period concludes on 8-16-19. If price increases are necessary, new pricing will be provided to Manatee County by Sunstate Meter & Supply, Inc. prior to end of 24-month contract period for review by Manatee County. All possible price increases will not exceed the published Producer Price Index (PPI) Series ID: WPU10280301 – Copper and copper-base alloy sand castings (As annually published by the Bureaus of Labor) during particular 24-month contract period.

Legislation Details (With Text)

File #:	19-288	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/10/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-09) CAROLLO_06-10-2019 - $100843.12 -UT-SE 2019.06.10_TO9_Cocoa_Influent Pump Station				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Maria I. Arenas, EI, Utilities Associate Engineer I
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF

BACKGROUND:

On November 10, 2015, City Council approved CDM Smith to provide Permitting, Structural Inspection, and Final Design Services for the Jerry Sellers Water Reclamation Facility (WRF) Flow Improvements Project.

In September 2016, CDM Smith submitted a Final Design, including drawings and specifications.

On January 24, 2017, City Council approved CDM Smith to provide bidding and construction services. The construction, however, was postponed due to lack of funding.

On July 24, 2018, Carollo Engineers, Inc. was awarded the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment and Disposal Systems.

In November 2018, Carollo began work on a Design Intent Review to compile changes requested by City Staff in CDM's Final Design products. Carollo's report detailing the changes was submitted to the

City on April 8, 2019.

In order to proceed with bidding and constructing this project, Carollo has to update CDM's 2016 design products, including drawings, specifications, and calculations, and incorporate changes requested by City Staff. Carollo will focus on the highest priority items, which are the influent pump station rehabilitation and upgrade, and the replacement of the transfer pumps. As such, the Flow Improvements Project funds will be used to fund the Influent Pump Station and Transfer Pump Rehabilitation portions of the Flow Improvements Project.

To update the Influent Pump Station and Transfer Pump Rehabilitation portions of the Flow Improvements Project, Carollo Engineers, Inc. submitted the attached scope of work, including the following tasks for this project under Task Order No. 2019-09:

- Rehabilitation of the existing influent pump station, including replacement of the pumps, guide rails, discharge piping, sluice gates, isolation valve, and structural rehabilitation
- Replacement of the existing transfer pumps
- Final construction documents and bidding services

Staff recommends approval of Task Order 2019-09 with Carollo Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$100,843.12
Account Number	426-4120-536.63-00, WS16SF
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On November 10, 2015, City Council approved CDM Smith to provide Permitting, Structural Inspection, and Final Design Services for the Jerry Sellers WRF Flow Improvements Project.

On December 8, 2015, City Council approved CDM Smith to supplement consulting services by including SCADA and Programmable Logical Control (PLC) Programming to support this project.

On January 24, 2017, City Council approved CDM Smith to provide bidding and construction services. Construction, however, was postponed due to lack of funding.

On July 24, 2018, Carollo Engineers, Inc. was awarded the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment and Disposal Systems.

On August 14, 2018, City Council approved the issuance of Water and Sewer System Revenue Bonds to finance capital improvements to the System. The Sellers Flow Improvements Project was identified as one of the Capital Improvements Projects to be financed with this Bond, with a budget of $4,230,000.

RECOMMENDED MOTION:

To Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF.

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7335100&GUID=EF7CB398-59FF-4719-AD13-FB72CC84F3D9* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2019-09

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 10th day of June 2019, in connection with: Influent Pump Station and Transfer Pump Rehabilitation Project (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) owns and operates the Jerry Sellers Water Reclamation Facility (WRF) located at 375 N Cocoa Blvd., Cocoa, FL 32922. The existing influent pump station (IPS) was built in 1986 and has incurred structural damage and corrosion due to the highly corrosive environment. Structural rehabilitation and replacement of the existing pumps are needed to extend the life of the structure and maintain operations. The influent pump station is a critical component to the facilities day to day operations.

In addition, the existing transfer pumps require replacement due to their condition. The transfer pumps are utilized to transfer the chlorinated water to the ground storage tanks for reclaimed water storage.

The OWNER requested services from the ENGINEER to provide design and bidding services based upon the design intent review conducted in early 2019. The OWNER has requested the design services to be expedited to ensure previously awarded bond funding does not expire or go unutilized for this project. The PROJECT was previously deigned by another Consultant and their services did not include a basis of design report. A basis of design report is also not included in the scope of this PROJECT and the ENGINEER will rely on the OWNER for anticipated flows, peaking factors, and basis of design parameters.

B. SCOPE OF WORK

Task 1 – Project Management and Quality Assurance/Control

Task 1.1 – Project Management

ENGINEER will provide project oversight including the following:

- Project schedule
- Project deliverables
- Project billings
- Subconsultant Work Coordination

Task 2 – 60% Design

Task 2.1 – Kick-Off Site Visit

ENGINEER will perform the follow activities as part of this task.

- Visit the site the Jerry Sellers WRF to determine existing conditions.

Task 2.2 – FDEP Construction Permit

ENGINEER will perform the follow activities as part of this task.

- Coordinate with FDEP and apply for Permit Modification

Task 2.3 and 2.4 – 60-percent Drawings and Specification

ENGINEER will perform the follow activities as part of this task. See Attachment 1 for a list of anticipated drawings and specifications.

- Engineering services to produce drawings for the following upgrades to the Jerry Sellers WRF:
    - Rehabilitation of the existing IPS, including replacement of the pumps, guide rails, discharge piping, sluice gates, isolations valve, and structural rehabilitation.
    - Replacement of the existing transfer pumps.

Deliverables:

1. 60-percent design drawings
    a. Electronic PDF
    b. Two (2) Full Size Hard Copies
    c. Five (5) Half Size Hard Copies
2. 60-percent design specifications
    a. Electronic PDF
    b. Three (3) Hard Copies

Task 2.5 – 60-percent Design Review Meeting

ENGINEER will perform the follow activities as part of this task.

- Conduct design review meeting to obtain City comments and incorporate in the bid set deliverable.
    - Deliverables: Electronic Meeting Minutes

Task 3 – Bid Set Design and Bidding Services

Task 3.1 and 3.2 – Bid Set Drawings and Specification

ENGINEER will perform the follow activities as part of this task. See Attachment 1 for a list of anticipated drawings and specifications.

- Engineering services to produce bid set drawings for the following upgrades to the Jerry Sellers WRF:
    - Rehabilitation of the existing IPS, including replacement of the pumps, guide rails, discharge piping, sluice gates, isolations valve, and structural rehabilitation.
    - Replacement of the existing transfer pumps.
    - Incorporate City comments from Task 2.6.

Deliverables:

3. Bid Set design drawings
    a. Electronically Signed and Sealed PDF
    b. Two (2) Half Size Hard Copies
    c. One (1) Full Size Hard Copies
4. Bid Set design specifications
    a. Electronic Signed and Sealed PDF
    b. Three (3) Hard Copies

Task 3.3 – Engineer's Estimate of Probable Cost of Construction

ENGINEER will perform the follow activities as part of this task.

- Engineer will provide a Class 3 Engineer's Estimate of Probable Cost of Construction

Task 3.4 – Bidding Services

It is assumed that the OWNER will prepare the bid documents and advertise for bids.

ENGINEER will perform the follow activities as part of this task.

- Attend a pre-bid meeting
- Answer bidder questions and prepare responses for use in addenda. It is assumed the OWNER will compile, coordinate, and issues all addenda for the project.

C. SCHEDULE

The time periods for the performance of ENGINEER's services will commence upon the issuance of a written notice-to-proceed and for a three (3) month design and permitting duration and two (2) month permitting and bidding duration. Construction is anticipated to be approximately six (6) months and not included in this scope of services.

D. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed as lump sum fee of $100,843.12 at the hourly rates indicated in Exhibit 1 and Attachment 1.

Refer to Exhibit 1 and Exhibit 2.

E. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

F. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

G. EFFECTIVE DATE

This Task Order No. 9 is effective as of the 10th day of June 2019.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 9 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
Accepted this 10th day of June, 2019	
By: 	By:
Larry Elliott, P.E., Senior Vice President	John Titkanich, City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Jerry Sellers Flow Improvements Design Intent Review Project** **Engineering Services**		**Professional ES III**	**Lead Project Professional ES VII**	**Senior Professional ES VIII**	**Senior Technician ET VIII**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 133.59	$ 204.75	$ 225.00	$ 144.46	$ 90.00		
	TASK AND DESCRIPTION							
1	Project Management							
	Project Management	8	0	0	0	0	8	$1,068.72
2	60% Design							
2.1	Site Visit	8	0	16	0	0	24	$4,668.72
2.2	FDEP Construction Permit	12	0	0	0	0	12	$1,603.08
2.3	60% Drawings	64	8	32	80	0	184	$28,944.56
2.4	60% Specifications	30	8	14	0	20	72	$10,595.70
2.5	60% Review Meeting	8	0	16	0	0	24	$4,668.72
3	Bid Set Design and Bidding Services							
3.1	Bid Set Drawings	50	6	34	80	0	170	$27,114.80
3.2	Bid Set Specifications	30	8	4	0	20	62	$8,345.70
3.3	Cost Estimate	10	6	6	0	0	22	$3,914.40
3.4	Bidding Services	8	0	6	0	0	14	$2,418.72
	Total Hours and Labor Costs	228	36	128	160	40	592	**$93,343.12**
	Travel and ODCs							$1,000.00
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)							**$94,343.12**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

	CAROLLO ENGINEERS INC. - Overall Engineering Services Fee **Jerry Sellers Flow Improvements Design Intent Review Project** **Preliminary Design Engineering Services**	**Carollo Engineers Inc.**	**Wekiva Engineering, LLC**	**Total Project Not-to-Exceed Costs**
	TASK DESCRIPTION			
1	Project Management	$ 1,068.72	$ -	$ 1,068.72
2	60% Design	$ 50,480.78	$ 3,250.00	$ 53,730.78
3	Bid Set Design and Bidding Services	$ 41,793.62	$ 3,250.00	$ 45,043.62
	Travel and ODCs	$ 1,000.00	$ -	$ 1,000.00
	Total Project Hours and Labor Costs	$ 94,343.12	$ 6,500.00	$ 100,843.12
	TOTAL NOT-TO-EXCEED COSTS			**$ 100,843.12**

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 19-194

May 29, 2019

Tonya Sonier, P.E.
Carollo Engineers, P.C.
200 East Robinson Street, Suite 1400
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
Jerry Sellers WRF Influent Pump Station
City of Cocoa, Florida

Dear Ms. Sonier,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project.

SCOPE OF SERVICES

It is our understanding that the City of Cocoa (City) would like to modify and repair the Influent Pump Station. The pump station has experienced concrete degradation and is to receive a new interior corrosion resistant coating system. The existing aluminum access hatches located at the top slab of the structure are also to be replaced. In addition, a new drain sump is to be installed at the existing Second Anoxic Basin No. 2.

Task 1: Perform Site Visit: Wekiva staff will perform one (1) site visit at the facility to view the current condition of the structure.

Task 2: Prepare Drawings and Specifications (60% & 100%/Bid Submittals): Wekiva staff will prepare drawings and specifications for the modifications and improvements noted above. It is anticipated that the specifications will be standard division 3 and 5. There is also anticipated to be approximately 5 drawings. We will address City comments and QA/QC comments received after the 60% submittal and attend a 60% review conference call.

Task 3: Bidding Services: Wekiva staff will assist Carollo with services during bidding by answering Contractor's questions and issuing addenda. We will also prepare conformed drawings.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis at a price of **$6,500**, where the following is a breakdown of fee per task noted above:

- Task 1 $550
- Task 2 $5,400
- Task 3 $550
- **Total** **$6,500**

Wekiva will provide the drawings and specifications for submittal milestones on dates as determined by Carollo. It is our understanding that the 60% submittal will be due within one month of receiving the notice to proceed with the final 100%/Bid submittal due within one month after the 60% submittal.

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,



John Sobczak, P.E.
Member

ATTACHMENT 1

ANTICIPATED DRAWINGS AND SPECIFICATIONS

DRAWINGS

Sheet	Name
G-0	Cover and Sheet Index
G-1	Abbreviations and General Notes
G-2	General Legend and Symbols I
G-3	General Legend and Symbols II
G-4	Process Flow Diagram and Valve Tag List
C-1	Overall Existing Site Plan and Key
C-2	Overall Proposed Site Plan and Key
S-1	General Notes, Abbreviations, Symbols, and Legend
S-2	Influent Pump Station Demolition
S-3	Influent Pump Station Modifications
S-4	Second Anoxic Modifications
S-5	Structural Details
M-1	Influent Pump Station Upper Level Demolition Plan and Section
M-2	Influent Pump Station Lower Level Demolition Plan and Section
M-3	Influent Pump Station Upper Level Modification Plan and Section
M-4	Influent Pump Station Lower Level Modification Plan and Section
M-5	Transfer Pump Station Modification Plan
M-6	Mechanical Details I
M-7	Mechanical Details II
E-1	Electrical Legend
E-2	Electrical Abbreviations
E-3	Electrical Site Plan
E-5	MCC-1 One Line Power Diagram
E-6	MCC-2 One Line Power Diagram
E-7	MCC-5 One Line Power Diagram
E-8	MCC-6 One Line Power Diagram
E-9	MCC Front Elevations
E-10	Elementary Control Diagrams
E-11	Instrumentation and Control Rise Diagrams
E-12	Influent Pump Station Demolition Plan
E-13	Influent Pump Station Modification Plan
E-14	Transfer Pump Station Modification Plan
E-15	Electrical Room Electrical Plans
E-16	Panelboard and Conduit Schedules
E-17	Electrical Details I
E-18	Electrical Details II
I-1	Symbols and Abbreviations I
I-2	Symbols and Abbreviations II
I-3	Symbols and Abbreviations III
I-4	Symbols and Abbreviations IV
I-5	System Architecture
I-6	Influent Pump Station P&ID
I-7	Transfer Pump Station P&ID
I-8	Instrumentation Details

SPECIFICATIONS

Division 1

- Summary of Work
- Measurement and Payment
- Change Order Procedures
- Cutting, Coring and Patching
- Control of Work
- Project Controls
- Special Project Procedures
- Applications for Payment
- Pipe Penetrations
- Project Meetings
- Submittals
- Project Schedule
- Schedule of Values
- Construction Photographs
- Pipeline Testing and Cleaning
- Temporary Facilities
- Delivery, Storage, and Handling
- Contract Closeout
- Cleaning
- Project Record Documents
- Operations and Maintenance Data
- Warranties and Bonds

Division 2

- Demolition and Modifications
- Site Preparation
- Earthwork
- Tank Cleaning and Sludge/Grit Removal
- Trenching, Backfilling, and Compaction
- Granular Fill Materials
- Erosion and Sedimentation Control
- Pavement Repair
- PVC Pipe
- Loaming and Sodding

Division 3

- Concrete Coating
- Concrete and Reinforcing Steel
- Grout
- Modification and Existing Concrete
- Concrete Repairs

Division 5

- Miscellaneous Metals

Division 9

- Surface Preparation and Shop Prime Painting
- Painting

Division 11

- Sluice Gates
- Submersible Solids Handling Pumps

Division 15

- Common Work Results for Mechanical Equipment
- Common Work Results for General Piping
- Ductile Iron Pipe and Fittings
- Plastic Piping and Fittings
- Valves
- Pipe Hangers and Supports

Division 16

- Common Work Results for Electrical
- Hazardous Classified Area Construction
- Grounding and Bonding
- Hangers and Supports
- Identification for Electrical Systems
- Cables
- Fiber Optic Cable and Appurtenances
- Conduits
- Duct Banks
- Boxes
- Wiring Devices
- Low Voltage Motors up to 500 HP
- Variable Frequency Drives 0.50 - 50 Horsepower
- Dry-Type Transformers
- Surge Protective Devices
- Electrical System Studies
- Disconnect Switches
- Low Voltage Molded Case Circuit Breakers
- Motor Starters
- Low Voltage MCCs
- Panelboards
- Low Voltage Fuses
- Field Electrical Acceptance Tests
- Conduit Schedule

Division 17

- Common Work Results for Process Control and Instrumentation Systems
- Package Control System
- Control Strategies
- Specific Control Strategies
- Switches
- Bubbler
- Pressure/Vacuum Measurement: Diaphragm and Annual Seals
- Pressure/Vacuum Measurement: Instrument Valves
- Pressure/Vacuum Measurement: Switches
- Pressure/Vacuum Measurement: Gauges
- Control Systems: Panels, Enclosures, and Panel Components
- Control Systems: Uninterruptible Power Supplies 10 kVA and Below
- Control Systems: Programmable Logic Controllers
- Control Systems: Network Materials and Equipment
- Schedules: I/O List
- Testing, Calibration, and Commissioning

Legislation Details (With Text)

File #:	19-300	**Version:**	1	**Name:**	City-Wide Demolition Services Contract
Type:	Contract			**Status:**	Consent Agenda
File created:	6/17/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-19-14-COC CITY WIDE DEMOLITION SERVICES COMPLETE BID PACKAGE B-19-14-COC FINAL MEMO addendum B-19-14-COC completed memo and bid request form B-19-14-COC Tabulation Sheet Withdrawal Letter - ABC Landclearing				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 17, 2019
Agenda Date: June 26, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget.

BACKGROUND:

In February 2019, staff followed Purchasing Policies and Procedures and submitted a bid specification document for demolition services to the Purchasing Division for a competitive sealed bidding process. The bid consists of furnishing all materials, equipment, and labor for the demolition of buildings on a continuing basis from the start date indicated on the contract through September 30, 2020.

Purchasing prepared all required forms and sent out 290 invitations and notifications to bid (Bid# B-14-14-COC). Sealed bids were opened on March 21, 2019, from 4 responders, the lowest bidder was Don Bell, Inc., DBA DBI Demolition, 2808 S. Harbor City Blvd., Melbourne, FL. 32901. During the review process, ABC Land Clearing & Development withdrew their formal bid. This letter was received by the Purchasing Manager on April 19, 2019. Bids were reviewed by the Deputy

Community Services Director and Community Services Director; with the recommendation that Don Bell, Inc., be awarded the bid.

The contract is effective October 1, 2019, through September 30, 2020, upon approval by the Cocoa City Council. The contractor was made aware through the bid process that most demolitions shall be code enforcement initiated, however, prices shall reflect all city-initiated demolitions. For FY2019-2020, a budget of $64,438 has been established for code enforcement initiated demolitions using Community Development Block Grant (CDBG) funds in the 103-3240-554.83-00 account.

Staff requests Council authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services pending the approval of the Fiscal Year 2020 budget.

STRATEGIC PLAN CONNECTION:

Removal of slum and blight buildings within the City will improve the City's image.

BUDGETARY IMPACT:

Budgeted (in FY 2020) Yes

Amount Requested	$ 64,238
Account Number	103-3240-554-83-00
Account Name	Grants & Aids

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X_ Grant Source:_CDBG funds
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

On September 23, 2014, City Council approved the Continuing Services Agreement (CSA) with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services. The CSA was renewed on an annual basis, for a five (5) year period.

RECOMMENDED MOTION:

Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget.

Project Manual
For The
City of Cocoa

CITY WIDE DEMOLITION SERVICES

City of Cocoa, Florida

BID NO. B-19-14-COC

February 18, 2019

TABLE OF CONTENTS
Bid #B-19-14-COC

SECTION	DESCRIPTION
00019	Bidder Acknowledgement Form
00020	Invitation to Bid
00100	Instructions to Bidders
00110	Local Vendor Preference Affidavit
00296	Scrutinized Company Certification
00297	Certification Regarding Debarment and Suspension
00298	Bidder's Certification
00299	Check List
00300	Bid Form/Schedule of Unit Pricing
00311	Exceptions to Specifications/Clarifications
00320	Statement of Bidder's Qualifications
00480	Non-Collusion Affidavit of Bidder
00485	Drug Free Workplace Certification
00490	Conflict of Interest Statement
00500	Form of Agreement
00650	Certificate of Insurance (Insurance Company's Certificate showing current insurance levels Only)
00660	Affidavit Regarding Workman's Compensation
00665	Certificate of Insurance for Workman's Compensation
00700	General Conditions
00706	No Bid Response

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

MAILING DATE: **February 18, 2019**	BID TITLE: **CITY WIDE DEMOLITION SERVICES**	*BID NUMBER:* **B-19-14-COC**
BID SUBMITTAL DATE AND TIME: **Thursday, March 21, 2019 @ 2:30 p.m.**	BID OPENING TIME AND LOCATION: **3:00 p.m. 3rd Floor Conference Room, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311**	**BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED**
PRE BID DATE, TIME AND LOCATION (MANDATORY): **City of Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor**	TIME: **10:00 AM**	DATE: **March 14, 2019**

BIDDER NAME:		
MAILING ADDRESS:		
CITY-STATE-ZIP:		
EMAIL ADDRESS:	TELEPHONE NO:	
	FAX NO:	
AUTHORIZED SIGNATURE (MANUAL):		TITLE:
TYPED/PRINTED NAME:		DATE:

BIDDER'S CERTIFICATION

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

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

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

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

1. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. Question cut-off date is **3/18/2019**.

7. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and are to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

    Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

    If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law 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.

20. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. <u>DEFINITIONS</u>:
    BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

    VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE **CITY**.

Return This Form with Required Bid Submittal Documents

CITY OF COCOA
INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until 2:30 pm, Thursday, **March 21, 2019** and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the third floor conference room, for the following:

CITY WIDE DEMOLITION SERVICES

BID # B-19-14-COC

DOCUMENTS AVAILABLE ON DemandStar FEBRUARY 18, 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

A **Mandatory Pre-Bid Conference** will beheld at **10:00AM, Tuesday, March 14, 2019** at Cocoa City Hall, Third Floor Conference Room, located at 65 Stone St., Cocoa, Brevard County, Florida.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

"PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON"
FEBRUARY 19, 2019 AND FEBRUARY 26, 2019

INSTRUCTIONS TO BIDDERS
Section 00100
BID NO. B-19-14-COC

1. SUBMISSION OF PROPOSALS – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.

2. DELIVERY OF PROPOSALS – The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID# 19-14-COC will be received until 2:30 p.m., March 21, 2019** and addressed to "Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922". Bids will be opened at 3:00 p.m. on the same day in the 3rd floor Conference Room, Cocoa City Hall. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

   A **MANDATORY pre-bid conference** will be held at **10:00 a.m., March 14, 2019** in the, third floor conference room, located at Cocoa City Hall, 65 Stone St., Cocoa, Brevard County, Florida 32922.

3. SUBMITTAL REQUIREMENTS – Bidders shall submit their proposal in **DUPLICATE** one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

   Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

   Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. ADDITIONAL INFORMATION – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: 321-433-8833) Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical questions please contact the Purchasing Manager, Sonja Hamilton at 321-433-8833 or email at shamilton@cocoafl.org

5. RIGHT TO REJECT – The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.

6. AMERICANS WITH DISABILITIES ACT:
Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division, at 65 Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

7. FLORIDA PROMPT PAYMENT ACT:
As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

8. PERIOD OF OFFER VALIDITY:
Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

9. ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:
Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exception as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.

10. BID TABULATION:
Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at **www.DemandStar.com** under the documents section of the details menu for this bid.

11. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

12. TERMINATION FOR DEFAULT:

(a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.

(b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

(c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

(d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

13. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

14. COOPERATIVE PURCHASE:

To allow, if awarded, the replication of the terms, conditions and pricing reflected in his bid by other governmental agencies to include State of Florida and its agencies, political subdivisions, counties and cities. This Cooperative purchase shall only take place at the agreement of both the bidder and the Agency seeking to participate.

Each Governmental agency desiring to accept this bid, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

15. RIGHT TO ACCEPT OR REJECT BIDS:
The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City many require.

16. CORRECTION OR WITHDRAWAL OF BIDS:
Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

17. EVALUATION OF BID AWARD:
The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

18. AGREEMENT ALTERATIONS:
No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.

19. QUANTITIES:
The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

20. TERMS:
(a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

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

(d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

(e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement.

(f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

(g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

21. LOCAL VENDOR PREFERENCE:
The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) 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.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

22. AMENDED PROPOSAL/BID:
A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

23. PUBLIC RECORDS

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

LOCAL VENDOR PREFERENCE AFFIDAVIT

CITY OF COCOA

BID # B-19-14-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) 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.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code 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.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____
Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

Scrutinized Company Certification
Solicitation No. B-19-14-COC
CITY WIDE DEMOLITION SERVICES

This certification is required pursuant to Sections 287.135 and 215.473, Florida Statutes.

As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

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

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

(a) The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

(b) The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and

(c) For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

(d) If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

_____

(Authorized Signature)

_____

(Printed Name and Title)

_____

(Name of Vendor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public

Print Name:_____

My Commission expires:

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

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

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

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

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

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

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

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules

implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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

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

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

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

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

BIDDER'S CERTIFICATION
BID NO. B-19-14-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
Name of Business

BY:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

_____
Area Code & Phone Number

_____
Area Code & Fax Number

Sworn to and subscribed before me

this _____ day of _____, 20___

_____
Signature of Notary

Notary Public, State of _____

Personally Known _____
- OR –
Produced Identification _____

Type: _____

CHECK LIST
FOR SEALED BID
Bid #B-19-14-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.

4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

6. The official clock to be used for submitting any bid documents is located in the City of Cocoa Lobby, at the Security Desk. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert		Description
Yes □		Bid envelope prepared as specified
Yes □		It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes □		Submitted in Duplicate as requested one (1) Original and (1) Copy
1.	Yes □	Section 00019 Bidder's Acknowledgement Form
2.	Yes □	Section 00110 Local Vendor Preference Affidavit
3.	Yes □	Section 00296 Scrutinized Company Certification
4.	Yes □	Section 00297 Certification Regarding Debarment & Suspension
5.	Yes □	Section 00298 Bidder's Certification
6.	Yes □	Section 00300 Bid Form/Schedule of Unit Pricing
7.	Yes □	Section 00311 Exceptions to Specifications
8.	Yes □	Section 00320 Statement of Bidders Qualifications
9.	Yes □	Section 00480 Non-Collusion Affidavit
10.	Yes □	Section 00485 Drug free workplace certification signed
11.	Yes □	Section 00490 Conflict of Interest Statement
12.	Yes □	Section 00650 Certificate of Insurance Liability
13.	Yes □	Section 00660 Affidavit Regarding Workman's Compensation
14.	Yes □	Section 00665 Certificate of Insurance for Workman's Compensation

BID FORM
CITY WIDE DEMOLITION SERVICES
City of Cocoa
BID NO. B-19-14-COC

Proposal of _____
(Name)

_____
(Address)

to furnish all materials, equipment, and labor required, for the City-Wide Demolition, Dry Demolition – Site Clearing – Debris Removal and Disposal as specified in the Bid Documents.

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

Bidders:
The undersigned agrees to do all the work called for by said specification, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

The following items should not be included in the bid response:

1. Cost of the Demolition Permit Fee (CONTRACTOR shall not be responsible for paying any City building permit fees). Contractor is required to pay state surcharge fee, if applicable. However, re-inspection fees (currently $100) are the sole responsibility of CONTRACTOR and shall not be reimbursed by the City.

2. Residential Dump fees are waived (if at a future time, dump fees are charged by the County this cost will be separate from the bid). Dump fees for commercial demolitions will need to be paid by CONTRACTOR and shall be reimbursed based on County dump fee receipts.

3. Asbestos removal and disposal will be negotiated on a site by site basis when discovered. CONTRACTOR shall be responsible for the cost of any necessary asbestos studies, removal and disposal. Actual expenses incurred shall be reimbursed to the CONTRACTOR by the City.

The unit prices reflected herein are proposed by the bidder and are inclusive of the following:

1. Notification of all utilities regarding disconnects, relocation or removal of pipes, conduits, wires, cables, or other devices meant to deliver, receive or meter energy, water, sewage, gas, liquid propane, cable, storm water or signals shall be the responsibility of the CONTRACTOR and submitted in writing by the appropriate authority to the City. The City MAY notify FPL and City Utilities for electric and water disconnects upon condemnation for safety purposes however, it is the CONTRACTORS ultimate responsibility to ensure all disconnects are completed.

2. Filing of any County, State and or Federal Notices as may be required and securing any additional permits for septic tanks and/or asbestos removal, demolition, hauling and dumping is the responsibility of CONTRACTOR.

3. Salvageable material is the property of CONTRACTOR.

4. CONTRACTOR is responsible for damage to existing sidewalks, curbs, roadways, trees, poles, walls, fences and neighboring property which may be caused by his/her operation. CONTRACTOR is responsible for repairing or replacing any damage.

5. Demolition should be in accordance with the current Florida Building Code, specifically Section 1303 Demolition.

6. Site shall be seeded upon completion of grading. The seed shall be of the Argentine Bahia variety and be installed in accordance with, Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2007 Section 570.

7. When necessary to fill depressions or even the grade, material for back hill shall be clean fill dirt free from organic matter, debris, rocks or other hard fragments. It shall be compacted and proper allowance shall be made for settlement.

8. Site must be left level with the grade of the surrounding land so as not to create water retention areas or high spots. All depressions and holes must be filled with clean fill dirt. Every effort must be made to minimize disturbance to stop soil. All loose debris, concrete block, glass, propane tanks, rubbish, tree stumps, roots and brush resting on or protruding through the surface of the project area shall be removed and disposed of.

9. CONTRACTOR shall erect a barrier to control erosion between any demolition site and adjacent drainage facilities or waterways.

10. No trees shall be removed or damaged, unless requested by the City. Unless otherwise specified, trees with trunks under four (4) inches in diameter, measured 3 feet above grade are exempt from the tree removal restriction. Area up to tree trunks must be cleaned. All vines surrounding trees are to be removed to 4' above grade. Bushes and small plants shall be removed and the property cleared.

11. All debris, tanks and other matter shall be removed from the demolition site and be disposed of in a manner that conforms with all City and County codes, State statutes and Federal law. CONTRACTOR is responsible for payment of all commercial dumping and related charges. Receipts, weigh slips and other documentation of lawful disposal shall be presented to the City at time of invoicing for completed work. Each site shall be left in a clean, litter-free condition. Mailboxes and all debris shall be removed.

UNIT PRICES (DRY DEMOLITION ONLY)

LINE	*DESCRIPTION*	*UNIT PRICE*
1	**WOOD FRAME BUILDING**	SF
2	**CBS BUILDINGS**	SF
3	**MASONRY BUILDINGS**	SF
4	**PATENTED METAL BUILDINGS**	SF
5	**MANUFACTURED HOMES**	SF
6	**SEPTIC TANKS/GREASE TRAPS**	SF
7	**FILL MATERIALS**	CY
8	**SEED (ENTIRE SITE)**	SF
9	**MASONRY WALL**	LF
10	**CONCRETE/ASPHALT WALKS & DRIVES**	SF
11	**FENCING**	LF
12	**ERROSION CONTROL BARRIER**	LF

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

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

The undersigned Bidder also agrees as follows:

1) to provide written cost estimates to the City within seven (7) days of request and submit a complete permit package within seven (7) days of receiving written notification from the City to proceed with the demolition.

2) The undersigned Bidder agrees to commence and complete work with an adequate force and equipment within seven (7) consecutive calendar days following issuance of a demolition permit. “Completion” is defined as receiving and passing a final inspection on demolition permit. A Final Invoice must be provided to the City before issuance of any payment, City cannot reimburse CONTRACTOR from written cost estimates.

3) The undersigned Bidder agrees to pay the City a sum of $100.00 as liquidated damages for each calendar day of delay exceeding the Completion Date. The Contractor shall be liable for any liquidated damages claimed hereto and any liquidated damages may be, at the sole option of the City, subtracted from the Final Invoice or be required to be paid in cash or by check, in U.S. funds, to the City. Contractor agrees that said sum is not a penalty, but is the stipulated amount of damages sustained by City in the event of default by the Contractor. The Contractor's right to proceed will not be terminated, nor will Contractor's liability for liquidated damages exist, if Contractor's delays in the completion of the work as a result of unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence (i.e., rain days). Any extension of time must be requested in writing and shall be approved in writing by the City.

4) Any deviation(s) or clarifications in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS-CLARIFICATIONS).

5) **The Contract is for a period one year from the start date indicated on the contract through September 30, 2020**. Contract is renewable for four (4) twelve (12) month periods, at the same rates, not to exceed five (5) years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council. During the previous five (5) year contract period, the amount of funds expended was approximately $ 194,048. Contractor should anticipate that most demolitions shall be code enforcement I initiated, however, prices shall reflect all City initiated demolitions.

6) The Bidder agrees to comply with the City of Cocoa insurance requirements specified in the General Conditions document specified herein.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this _____ day of _____, 2019.

_____
(Company or Corporation Name)

_____
(Street or P.O. Box)

_____
(City, State and Zip Code)

_____
(Area Code and Phone Number)

_____
(Area Code and Fax Number)

_____
(Email Address)

By_____
(Name Printed and Title)

_____
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,

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

_____, 2_____.

_____

(Notary Public)

My commission Expires:

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS
BID NO. B-19-14-COC

REFERENCES
BID #B-19-14-COC

Bidder shall submit as a part of the bid package, three- (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of References must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

STATEMENT OF BIDDER'S QUALIFICATIONS
BID # B-19-14-COC

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: _____

B. Permanent main office address:
_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporate (State): _____

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

G. General character of work performed by your company._____

_____

_____

_____

_____

_____

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ if yes, please specify where and why:
_____

_____

_____

_____

I. Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

_____

_____

_____

_____

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment:

_____

_____

_____

_____

_____

L. Experience in construction work similar in type to this project.

_____

_____

_____

_____

_____

_____

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience

N. Credit available: $ _____

O. Give bank reference:

_____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____,
(COUNTY)
20_____.

_____ By: _____
(Name of Organization) (Title)

State of _____ County of _____

_____ being duly sworn deposes and says that he is
(Name)

the _____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public)

_____
(My commission expires)

_____
(Commission Number)

NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-19-14-COC

State of Florida

County of _____ , being first duly sworn, deposes and says that:

1. He is _____ of _____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____ day of _____ , 20_____.

_____
(Notary Public)
My commission expires:

DRUG FREE WORKPLACE CERTIFICATION
BID NO. B-19-14-COC

IDENTICAL TIE BIDS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or 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. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the danger of drug abuse in the workplace, the business's policy 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that 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.

_____
(Company)

_____
(Signature & Title)

CONFLICT OF INTEREST STATEMENT
BID NO. B-19-14-COC
CITY OF COCOA

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____
   City and State City and State
2. The above named entity is submitting a Bid for the City of Cocoa described as:
   City of Cocoa
   CITY WIDE DEMOLITION SERVICES
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above bid is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Cocoa.

Dated this_____day of _____ , 20___.

_____
(Affiant)

_____
Typed Name and Title

Sworn to and subscribed before me this ____ day of_____, 20____

Personally Known _____or produced identification ____ . identification Type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

FORM OF AGREEMENT
BID NO. B-19-14-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of _____, 20____ by and between _____ _____ hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the General Conditions and Scope of Work, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **seven (7)** consecutive calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and totally complete all work in its entirety within **the time provided as the Completion Date and after receiving a passing and final inspection on the demolition permit.** The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, **the amount of one thousand, seven hundred ($100) per calendar day.**

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____NA_____ $_____NA_____
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS – Payments will be initiated upon successful completion of the work requested, a passing inspection and submission of an invoice for work performed on the project.

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

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not

greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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

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

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

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - This is not required for this bid package.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within forty five (45) days after the date of said final certificate.

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

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

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

ARTICLE 12. VENUE AND GOVERNING LAW - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of

or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

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

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

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

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

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

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

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

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

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

ARTICLE 21. TERMINATION - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

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

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

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

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

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

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

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

ARTICLE 26. ASSIGNMENT

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

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

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

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

ARTICLE 27. PUBLIC RECORDS

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

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

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Certificate of Liability Insurance

Insert your business' current liability insurance certificate.

AFFIDAVIT REGARDING WORKMAN'S COMPENSATION
BID NO. B-19-14-COC

State of _____)

County of _____)

_____ being duly sworn according to law, deposes and says (it, he, they) has accepted the Workman's Compensation laws of the State of Florida, with its supplements and amendments and ____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No._____ for a period from _____, 20___ to _____, 20___.

(Witness)

_____
Contractor

_____
Name Title

_____
Address

_____
City State Zip

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires:

_____
Notary Public

CERTIFICATE OF INSURANCE FOR WORKMAN'S COMPENSATION
BID NO. B-19-14-COC

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workman's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

_____
(Witness)

_____
Contractor

_____
Name Title

_____
Address

_____
City State Zip

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires:

_____
Notary Public

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Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION
The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK
The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS
All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING
It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any

way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk. Neither party shall employ or hire any employees of the other party without his consent.

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

The value of any such extra work or change will be determined in one or more of the following ways:

(A) By mutual acceptance of a lump sum.

(B) By unit prices named in the contract or subsequently agreed upon.

(C) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days/time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT
If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT
In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. USE OF COMPLETED PORTIONS
The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD
The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

(A) Defective work not remedied.

(B) Claims filed or reasonable evidence indicating probable filing of claims.

(C) Failure of the Contractor to make payment properly to subcontractors or for materials or labor.

(D) The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.

(E) Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

Article 27. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and

supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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

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

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

Article 28. INDEMNITY
For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.
The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services be performed by the Contractor or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fee for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City a thirty (30) day notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(A) All employees on the Work and other persons who may be affected thereby.

(B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 32. LIENS

Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT
Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE
Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS
The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS
The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Project Manager for, and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

Article 37. PROJECT MANAGER'S STATUS
The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS
The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD
If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the

City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK
The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP
The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID
A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF SECTION 00700

NO BID RESPONSE
TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-19-14-COC

CITY WIDE DEMOLITION SERVICES

OPENING DATE**: March 21, 2019**

OPENING TIME**: 3:00 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Charlene Neuterman, Deputy Director/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 4/19/19

Re: **Bid #B-19-14-COC, City-Wide Demolition Services**

Bids for the subject offering were opened on March 21, 2019 at 3:00 p.m. Purchasing sent out two hundred ninety (290) invitations and notifications to bid and received four (4) responses from twenty-seven (27) plan holders. The Bid Form and unit prices submitted were evaluated.

On April 19, 2019, ABC Land Clearing & Development Inc. withdrew their formal bid for reasons unknown. Purchasing accepted the withdrawal.

City of Cocoa, Florida

Purchasing Division
65 Stone St., Cocoa, FL 32922
Phone (321) 433-8833 Fax (321) 433-8860

MEMORANDUM

TO: **Charlene Neuterman, Deputy Director/Project Manager**
FROM: **Sonja Hamilton, Purchasing Manager**
DATE: **February 13, 2019**
SUBJECT: **B-19-14-COC – City-Wide Demolition Services**

Enclosed please find proposed proposal documents for the subject bid offering. Please review these documents and make any necessary changes. Feel free to make changes directly on these documents (in red ink). To keep the assigned proposal dates, Purchasing must have this proposal package back prior to 12:00pm on **Friday, February 15, 2019**

Specifically, you should review the following for concurrence:

1.... Publish dates, newspaper dates and opening date.
2.... Specifications and attachments.
3.... Vendor Mailing List (Include all vendors you wish to have this bid mailed to).

When review and recommended changes, if any, are completed, please sign and date below and return the bid documents, along with this memo, to me for processing. Thank you in advance for the timely handling of your bid documents.

BID DOCUMENTS ARE APPROVED PER NOTED CHANGES, IF REQUIRED, AND RETURNED TO THE PURCHASING DIVISION FOR PROCESSING.

NAME	SIGNATURE	DATE
DEPARTMENT HEAD	Nancy A Burst	2/14/2019
REQUESTOR	Charlene Neuterman	2/13/19

SDH/sdh

Department Request for Bid Form

Bid No: B | 19-14-COC | **City-Wide Demolition Services**

Legal Advertisement Date(s): 2/19/2019 & 2/26/2019

Bid Opening Date: 21-Mar-19 **Mail Date:** 2/18/2019 Questions Due

Pre-Bid Date: 3/14/2019 **Location:** CITY HALL

All dates and bid numbers above are assigned by the Purchasing Division.

Is this Federally Funded Money?	☐ YES	☑ NO
Is this Grant Money?	☐ YES	☑ NO
If Grant Money list CFDA Number:		
Project Coordinator's Name:	Charlene Neuterman	
Project Coordinator's Title:	Deputy Community Services Director	
Legal Ad Account Number:	001-3200-515-49-00	
Package Cost Required (optional):	☐ YES	☐ NO
How much for Package (?):		
Estimated Value of Sealed Bid:	$150,000.00	
Amount Budgeted:	$150,000.00	
Fiscal Year Budgeted:	2019 & 2020	
Budgeted into Account Number:	103-3240-554-83-00	
Liquidated Damages (Optional):	☑ YES	☐ NO
Amount of Liquidated Damages ($):	$100.00	
Pre-Bid Meeting Required:	☑ YES	☐ NO
If YES, Select one of these options:	☑ MANDATORY	☐ NON MANDATORY
5% Bid Bond Required:	☐ YES	☑ NO
Specifications Fowarded to Purchasing:	☐ YES	☑ NO
Blue Prints, Charts, or Drawings Included:	☐ YES	☑ NO

Commencement/Completion Dates, If Required

1. **Commence work within** 7 **calendar days after Notice to Proceed.**
2. **Substantially complete work within** 7 **calendar days after Notice to Proceed.**
3. **Totally complete work within** 7 **calendar days after Notice to Proceed.**

GENERAL SCOPE OF SERVICES:

Dry Demoltion - Site Clearing - Debris Removal and Disposal

Requester: Charlene Neuterman **Date:** 2/13/2019

Phone #: 321-433-8509

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, March 21, 2019

BID NUMBER: B-19-14-COC City Wide Demolition Services

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid				Schedule of Unit Pricing	Receipt of Addendum	00311 Exceptions	References	00320 Statement Bidders Qualifications	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	certificate of Insurance for Workman's Compensation	00660 Affidavit Regarding Workman's Comp.	Attended Mandatory Pre-bid
DBI Demolition						1	$ 1.40	7	$ 12.00												
2838 Sarno Rd						2	$ 1.40	8	$ 0.06												
Melbourne, FL 32935	Y	Y Tax	Y	Y	Y	3	$ 1.40	9	$ 8.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Yes
						4	$ 1.30	10	$ 0.95												
						5	$ 1.50	11	$ 1.25												
						6	$ 800.00	12	$ 1.25												
Santa Cruz Construction, Inc.						1	$ 6.00	7	$ 30.00												
4205 N. Courtenay Parkway						2	$ 6.00	8	$ 0.30												
Merritt Island, FL 32953	Y	Y Tax	Y	Y	Y	3	$ 6.00	9	$ 6.00	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Yes
						4	$ 6.00	10	$ 4.50												
						5	$ 10.65	11	$ 2.00												
						6	$ 30.00	12	$ 2.50												
Dintext						1	$ 3.57	7	$ 1.30												
2012 Merion Dr.						2	$ 3.70	8	$ 0.50												
Orlando, FL 32826	Y	NA	Y	Y	Y	3	$ 3.65	9	$ 1.50	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Yes
						4	$ 3.00	10	$ 1.25												
						5	$ 2.30	11	$ 1.50												
						6	$ 16.67	12	$ 1.00												
ABC Landclearing & Development						1	$ 1.50	7	$ 11.00												
1130 Peachtree St						2	$ 1.50	8	$ 0.05												
Cocoa, FL 32922	Y	Y Tax	Y	Y	Y	3	$ 1.50	9	$ 7.50	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Yes
						4	$ 1.75	10	$ 0.75												
						5	$ 2.00	11	$ 1.00												
						6	$ 800.00	12	$ 1.10												



ABC LANDCLEARING & DEVELOPMENT, INC.
1130 Peachtree Street
Cocoa, FL 32922
Office 321-636-4734 • Fax 321-633-6334



April 19, 2019

City of Cocoa
Finance Department
Purchasing Division
Attn: Sonja Hamilton-Suarez
65 Stone Street,
Cocoa, FL 32922
purchashing@cocoafl.org

Reference: Bid No. B-19-14-COC
City Wide Demolition Services

Ms. Hamilton-Suarez:

ABC Landclearing & Development does hereby respectfully withdraw from the bidder's list for the above-referenced project.

Sincerely,

James A. Goins
President

Legislation Details (With Text)

File #:	19-302	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/18/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications in the amount of $89,152.00. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BID#B-19-16-COC.pdf B-19-16-COC Tabulation Sheet (2).pdf B-19-16-COC FINAL MEMO.pdf BSC Bid Form-Schedule of Unit Pricing.pdf 3-1-19 City of Cocoa - ERRES Drawings bid form test results .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 18, 2019
Agenda Date: June 25, 2019
Prepared By: Jonathan Lamm, Deputy Chief Cocoa Fire Rescue
Through: Gene Prince, Fire Chief Cocoa Fire Rescue
Requested Action:
Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications in the amount of $89,152.00.

BACKGROUND:

National Fire Protection Association 1 and the Florida Fire Prevention Code requires that all new buildings, minimum radio signal strength for fire department communication shall be maintained at a level determined by the Authority Having Jurisdiction which is Brevard County Emergency Management Division. The new Fire Stations due to the construction do not allow transmitting into or out of the building for notification of emergency calls. This system will enhance the radio signal to allow for proper transmission in the event of an emergency or natural disaster.

Bids were opened on May 10.2019. Purchasing sent out thirty (30) invitations and notifications to bid and received five (5) responses from seven (7) planholders. BearCom, the apparent lowest bidder, notified Purchasing of a mistake in their bid price and requested a modification after bids were opened. After careful evaluation and discussion, BearCom's bid was declared non-responsive. BSC & Consulting, Inc. is the next lowest, responsive, bidder.

STRATEGIC PLAN CONNECTION:

Enhance the service and communication of First Responders Radios at the Fire Stations.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No

Amount Requested	$89,152.00
Account Number	001-2200-522.64-00
Account Name	Machinery and Equipment

PREVIOUS ACTION:

Approved in Adopted Budget for FY19

RECOMMENDED MOTION:

Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications.

FORM OF AGREEMENT
BID NO. B-19-16-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of _____, 2019 by and between BSC & CONSULTING INC dba MODERN MEDIA COMMUNICATIONS _____ hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

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

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract after the receipt by him of Notice to Proceed or Purchase Order, and totally complete all work in its entirety within **thirty (30) days** of Notice to Proceed or Purchase Order. **All work, including final permitting, final invoice, and final inspection must be complete by September 15, 2019**

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Eighty-Nine Thousand, one Hundred and Fifty two (Written in Words) $ 89,152.00 (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

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

ARTICLE 6. LIABILITY INSURANCE -

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

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

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

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

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Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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

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

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

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____NA_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

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

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable

attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

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

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

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

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

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

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

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

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

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

ARTICLE 26. **ASSIGNMENT**

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

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

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

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

ARTICLE 27. PUBLIC RECORDS

(a) **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 AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

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

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY Brian Saund Brian Saunderr Modern Media Comm.
(CONTRACTOR)

ATTEST: Zachary L. Nelson

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Friday, May 10, 2019

BID NUMBER: B-19-16-COC EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid & Attachment "A"	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
Two Way Technology Systems, Inc. 5401 S. Kirkman Road Orlando, FL 32819						No Bid Response											
Communications International 4450 US HWY 1 Vero Beach, FL 32967	Y	NA	Y	Y	Y	$94,475.89 & Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
BSC & Consulting, Inc. Modern Media 2893 N. Harbor City Blvd. Melbourne, FL 32935	Y	Y (no tax receipt	Y	Y	Y	$89,152.00 & N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Bearcom - Ft. Lauderdale 5381 NW 33rd Ave Suite #106 Ft Lauderdale, FL 33309	Y	NA	Y	Y	Y	$80,475.00 & Y (90,475.00)	Y	Y	Y	Y	Y	Y	Y	Y	Y	See GL COI	
Radio One Inc. 7041 Grand National Dr., Suite 116 Orlando, FL 32819	Y	NA	Y	Y	Y	$96,418.22 & Y	Y	N	Y	Y	NA	Y	Y	Y	Y	Y	Y

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Friday, May 10, 2019

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Two Way Technology Systems, Inc. 5401 S. Kirkman Road Orlando, FL 32819						No Bid Response											
Communications International 4450 US HWY 1 Vero Beach, FL 32967	Y	NA	Y	Y	Y	$94,475.89 & Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
BSC & Consulting, Inc. Modern Media 2893 N. Harbor City Blvd. Melbourne, FL 32935	Y	Y (no tax receipt)	Y	Y	Y	$89,152.00 & N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
~~Bearcom - Ft. Lauderdale~~ 5381 NW 33rd Ave Suite #106 Ft Lauderdale, FL 33309	Y	NA	Y	Y	Y	~~$80,475.00 & Y~~ Non-Responsive	Y	Y	Y	Y	Y	Y	Y	Y	Y	See GL COI	
Radio One Inc. 7041 Grand National Dr., Suite 116 Orlando, FL 32819	Y	NA	Y	Y	Y	$96,418.22 & Y	Y	N	Y	Y	NA	Y	Y	Y	Y	Y	Y

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Nick Gerry, Fire Inspector/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 5/16/19

Re: **Bid #B-19-16-COC, Emergency Responder Radio Enhancement System**

Bids for the subject offering were opened on May 10, 2019 at 3:00 p.m. Purchasing sent out thirty (30) invitations and notifications to bid and received five (5) responses from seven (7) plan holders.

BearCom requested a base bid increase of approximately $10,000.00 after bid opening. Purchasing requested clarification as the omission or error was not apparent upon close evaluation of the schedule of Unit Pricing/Attachment A. BearCom clarified they mistakenly underbid the balancing and testing line and the total EC work with coax and the small conduit needed. After discussion between the Deputy Fire Chief, the Project Manager and the Purchasing Manager, BearCom's bid was declared non-responsive.

THE APPARENT LOW BIDDER IS BSC & Consulting Inc. d.b.a Modern Media Communications of Melbourne, FL

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement (Section 500)
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
    - Copy of Approved City Clerk's Journal and Agenda
    - Bid Tabulation Sheet
    - Form of agreement
    - All specifications for the awarded proposal
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

BID FORM
EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM
City of Cocoa
BID NO. B-19-16-COC

Proposal of BSC & CONSULTING INC dba MODERN MEDIA COMMUNICATIONS
(Name)

2893 N HARBOR CITY BLVD, MELBOURNE FL 32935
(Address)

to furnish all materials, service, equipment, and labor required, for EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM as specified in the bid documents.

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

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

TOTAL BASE BID **FS #1 + FS #2 + FS #3**	$ 89152.00

EIGHTY NINE THOUSAND, ONE HUNDRED AND FIFTY TWO Dollars
(Grand Total Written in words)

BASE BID **FS #1**	$ 31346.00
BASE BID **FS #2 + FS #3**	$ 57806.00

A fully completed "Attachment A" Bid form must be included with the bid submission.

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

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment **following receipt of Notice to Proceed/Original Purchase Order. Work should be complete thirty (30) days from notice to proceed. All work, including final permitting, final invoice, and final inspection must be complete by September 15, 2019.**

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

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

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 7th day of May, 2019.

BSC & CONSULTING INC
dba MODERN MEDIA COMMUNICATIONS
(Company or Corporation Name)

2893 N HARBOR CITY BLVD
(Street or P.O. Box)

MELBOURNE fl 32935
(City, State and Zip Code)

321-308-8008
(Area Code and Phone Number)

(Area Code and Fax Number)

BSAUNDERS@BSCCONSULT.COM
(Email Address)

By BRIAN SAUNDERS, PRESIDENT
(Name Printed and Title)

Brian Saunders
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

BRIAN SAUNDERS who, after first being sworn by me,

affixed his/her signature in the space provided above on this 7th day of

May, 2019.

Janice E McNally
(Notary Public)

My commission Expires: 12/12/22

JANICE E MCNALLY
Notary Public - State of Florida
Commission # GG 268304
My Comm. Expires Dec 12, 2022
Bonded through National Notary Assn.

ATTACHMENT A
BID FORM RFP-2

CITY OF COCOA, FLORIDA
Station 1
EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM

Based On BSCQ4833 **Bid Form – Must be filled out completely**

ITEM	PART #	EA	QTY	TOTAL
Antenna System				
Fiber (12 strand)	N/A			
Coaxial Cable	AL4RPV-50	$2.47	300'	$741
Connector	L4TNM-PSA	$22.69	4	$90.76
Coupler	Not Used			
Splitter /tapper	DN-34FN	$125.20	1	$125.20
Inside Antenna *(please list)*	CFSA69383P-30 NF	$29.90	2	$59.80
Donor Antenna *(please list)*	CSI-AY/746-896/11	$243.10	1	$243.10
Donor Antenna Mount	PWM rohn	$390	1	$390
Miscellaneous Materials				$861.78
Equipment				
BDA (please list)	PS51080	$5,547.6	1	$5,547.60
Alarm Monitor Panel	N/A			
Back-Up Power (24 hour)	PS-BBU-01	$2,981	1	$2,981
NEMA 4/4X Enclosure	Part of BBU			
Miscellaneous Materials				$861.79
Filters & Combiners				
Filters *(please list)*	N/A			
Combiner Network (please list)	N/A			
Services				
System Design				$1,320
Documentation				$2,835
Antenna System Install				$7775
Equipment Install				$2000
Commissioning Tests				$550
Acceptance				$550
Other				$4,414
Project Total				$31,346

ATTACHMENT A
BID FORM RFP-2

CITY OF COCOA, FLORIDA
Station 2
EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM

Based On BSCQ4834 **Bid Form – Must be filled out completely**

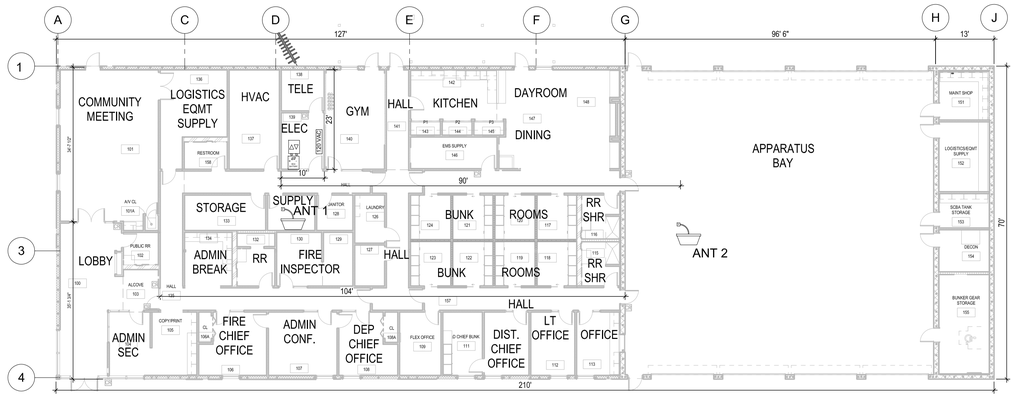
ITEM	PART #	EA	QTY	TOTAL
Antenna System				
Fiber (12 strand)	N/A			
Coaxial Cable	AL4RPV-50	$2.47	200'	$494
Connector	L4TNM-PSA	$22.69	4	$90.76
Coupler	Not Used			
Splitter /tapper	DN-34FN	$125.20	1	$125.20
Inside Antenna *(please list)*	CFSA69383P-30 NF	$29.90	2	$59.80
Donor Antenna *(please list)*	CSI-AY/746-896/11	$243.10	1	$243.10
Donor Antenna Mount	PWM rohn	$390	1	$390
Miscellaneous Materials				$861.78
Equipment				
BDA (please list)	PS51080	$5,547.6	1	$5,547.60
Alarm Monitor Panel	N/A			
Back-Up Power (24 hour)	PS-BBU-01	$2,981	1	$2,981
NEMA 4/4X Enclosure	Part of BBU			
Miscellaneous Materials				$861.79
Filters & Combiners				
Filters *(please list)*	N/A			
Combiner Network (please list)	N/A			
Services				
System Design				$1,320
Documentation				$2,835
Antenna System Install				$5,650
Equipment Install				$2000
Commissioning Tests				$550
Acceptance				$550
Other				$4,343
Project Total				$28,903

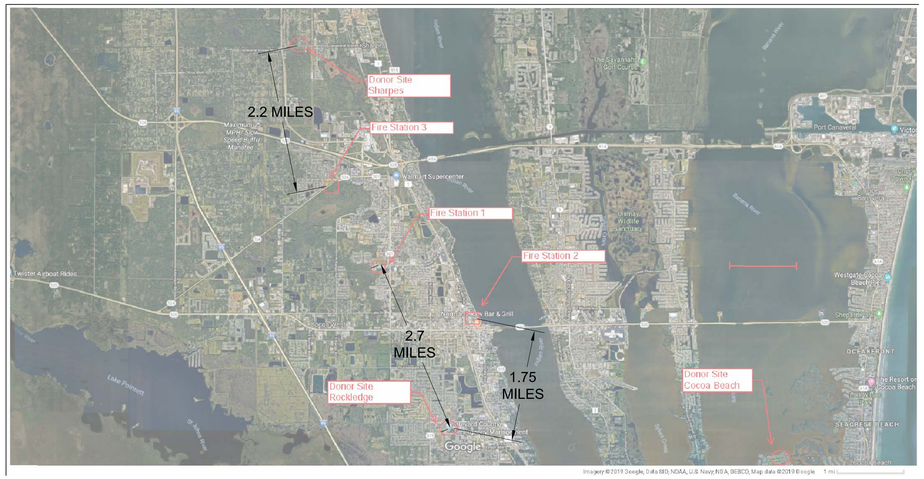
ATTACHMENT A
BID FORM RFP-2

CITY OF COCOA, FLORIDA
Station 3
EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM

Based On BSCQ4835 **Bid Form – Must be filled out completely**

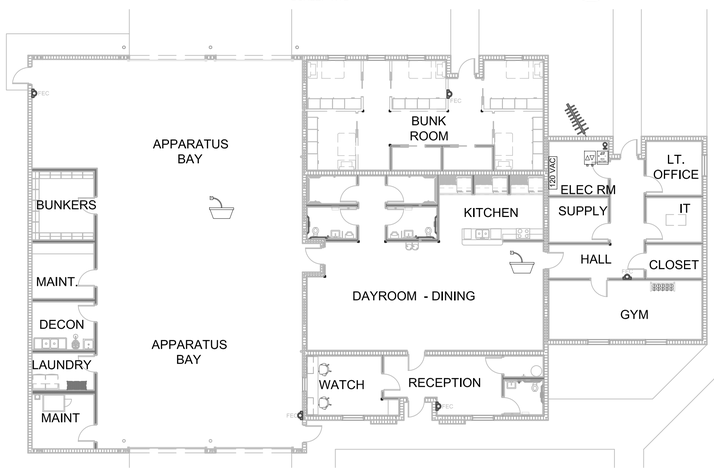
ITEM	PART #	EA	QTY	TOTAL
Antenna System				
Fiber (12 strand)	N/A			
Coaxial Cable	AL4RPV-50	$2.47	200'	$494
Connector	L4TNM-PSA	$22.69	4	$90.76
Coupler	Not Used			
Splitter /tapper	DN-34FN	$125.20	1	$125.20
Inside Antenna *(please list)*	CFSA69383P-30 NF	$29.90	2	$59.80
Donor Antenna *(please list)*	CSI-AY/746-896/11	$243.10	1	$243.10
Donor Antenna Mount	PWM rohn	$390	1	$390
Miscellaneous Materials				$861.78
Equipment				
BDA (please list)	PS51080	$5,547.6	1	$5,547.60
Alarm Monitor Panel	N/A			
Back-Up Power (24 hour)	PS-BBU-01	$2,981	1	$2,981
NEMA 4/4X Enclosure	Part of BBU			
Miscellaneous Materials				$861.79
Filters & Combiners				
Filters *(please list)*	N/A			
Combiner Network (please list)	N/A			
Services				
System Design				$1,320
Documentation				$2,835
Antenna System Install				$5,650
Equipment Install				$2000
Commissioning Tests				$550
Acceptance				$550
Other				$4,343
Project Total				$28,903.00





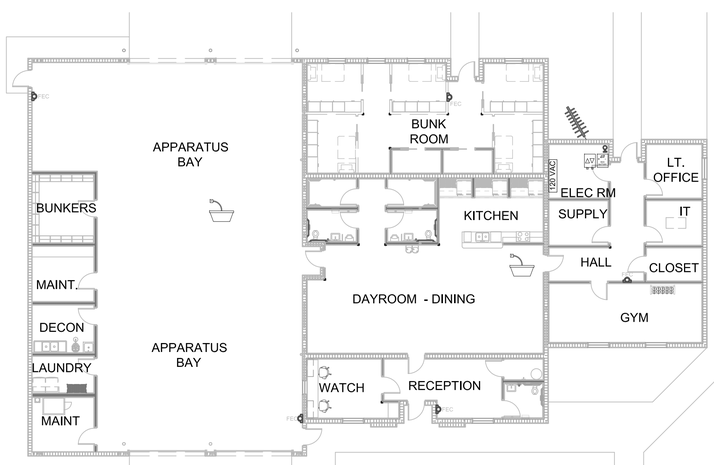
FIRE STATION 1

SCALE: NTS



FIRE STATION 2

SCALE: NTS



FIRE STATION 3

SCALE: NTS

BDA - BI-DIRECTIONAL AMPLIFIER

BATTERY BACK-UP CABINET

OMNI IN-BUILDING ANTENNA

YAGI ROOF DONOR ANTENNA

120 VAC — PRIMARY POWER PANEL ON GENERATOR BACK-UP

CITY OF COCOA, FLORIDA
REQUEST FOR PROPOSAL - EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM
FIRE STATIONS 1 LOCATION: 1740 DIXON BLVD., COCOA, FLORIDA
FIRE STATION 2 LOCATION: 300 BRUNSON AVE., COCOA, FLORIDA
FIRE STATION 3 LOCATION: 3505 SR 524, COCOA, FLORIDA

POINT OF CONTACT: NICK GERRY - OFFICE: 321-433-8916
EMAIL: NGERRY@COCOAFL.ORG

REQUEST FOR PROPOSAL DOCUMENTS
SHEET RFP-1
ATTACHMENT A: BID FORM RFP-2
ATTACHMENT B: BREVARD COUNTY EMERGENCY MANAGEMENT TEST RESULTS

SCOPE OF WORK

1. DESIGN, SECURE PERMITTING, INSTALLATION AND TESTING OF AN EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM IN THREE EXISTING FIRE DEPARTMENT BUILDINGS.
2. INSTALLATION, LABELING AND TESTING MUST MEET THE AHJ'S REQUIREMENTS LISTED UNDER NOTE 4 AND SHALL MEET EQUIPMENT GUIDELINES, 2016 NFPA 1221 AND 2013 NFPA 72. NFPA 1221 SHALL BE FOLLOWED IN THE EVENT OF CONFLICT OF CODES BETWEEN THE TWO STANDARDS AND MANUFACTURE GUIDELINES.
3. A QUALIFIED ELECTRICAL CONTRACTOR SHALL PROVIDE DEDICATED PRIMARY POWER SUPPLY CIRCUIT WITH BREAKER LOCK OUT CLIP, METALLIC RACEWAYS AND ELECTRICAL WIRING AS NEEDED TO COMPLETE PROJECT. ERRES
4. AHJ HAS REQUESTED THE FOLLOWING SPECIFICATIONS:
   - 4.1. ALL INTERIOR AREAS (100%) OF STRUCTURES MUST MEET A DAQ OF 3.4. AND PASS PORTABLE RADIO TRANSMITTING ACCEPTANCE TESTING BY THE AHJ.
   - 4.2. COAXIAL CABLE SHALL BE INSTALLED IN EMT IN THE APPARATUS BAY. EMT SHALL BE IDENTIFIED BY FACTORY RED PIGMENT OR WITH A DOUBLE BAND OF RED ELECTRICAL TAPE EVERY 12' AND WITHIN 2' OF PULL BOXES.
   - 4.3. ALL EQUIPMENT AND SYSTEMS WHICH INTERFACE WITH THE ERRES SHALL BE CLEARLY LABELED WITH 1/2" LETTERS ON 3/4 " WIDTH VINYL INDUSTRIAL-STRENGTH ADHESIVE RESISTS MOISTURE, EXTREME TEMPERATURES, UV LIGHT.
   - 4.4. ANTENNAS LOCATED IN APPARATUS BAY SHALL BE MOUNTED TO A MINIMUM SIZE OF A 12 X 12 X 6 ANSI 61 GRAY POLYESTER POWDER PAINT FINISH PULL BOX.
   - 4.5. COAXIAL CABLES ARE APPROVED TO BE RUN FREE-AIR IN THE ABOVE ACOUSTICAL CEILING SPACE
   - 4.6. ANTENNAS CAN BE MOUNTED IN THE SPACE ABOVE THE ACOUSTICAL CEILING TILES.
   - 4.7. COAXIAL CABLE SHALL BE IDENTIFIED WITH A DOUBLE BAND OF RED ELECTRICAL TAPE EVERY 12' AND WITHIN 2' OF PULL BOXES.
   - 4.8. DIRECTIONAL COUPLINGS AND COUPLINGS SHALL BE LOCATED IN SECURE HOUSING/PULL BOXES.
   - 4.9. COAXIAL BELOW 8' SHALL BE RUN IN EMT.
   - 4.10. EXTERIOR ANTENNA AND MAST ASSEMBLY SHALL MEET A WIND LOAD OF 150 MPH.
   - 4.11. COAXIAL LIGHTNING SURGE SUPPRESSOR SHALL BE INSTALLED IN A SECURE HOUSING/PULL BOXES FOR THE DONOR ANTENNA AT THE BUILDING ENTRANCE AND PROPERLY GROUNDED TO BUILDING STEEL STRUCTURE.
   - 4.12. DONOR ANTENNA COAXIAL PENETRATE SHALL USE COMMSCOPE ENTRY BOOT WITH 1/2" CUSHION INSERT.
   - 4.13. A DEDICATED CIRCUIT WITH LOCK OUT SHALL BE FED FROM THE EMERGENCY GENERATOR - SEE LOCATION OF BREAKER PANELS ON PROVIDED DRAWINGS.
   - 4.14. BATTERY BACK-UP SHALL BE FOR TWELVE (12) HOURS.
   - 4.15. ERRES INTEGRATOR SHALL BE RESPONSIBLE IN THE COORDINATION AND TESTING WITH FIRE ALARM CONTRACTOR TO PROVIDE FIVE SUPERVISORY OUTPUT RELAY CONTACTS
   - 4.16. QUALIFIED FIRE ALARM PROVIDER TO INTEGRATE EXISTING FIRE ALARM SYSTEM TO BDA SYSTEM. SELECTED COMPANY WILL WORK WITH THE FIRE ALARM PROVIDER TO ASSURE THE SUCCESS OF THE PROJECT.
   - 4.17. PROVIDE ANY TRAINING FOR EQUIPMENT SOLD TO THE CITY.
5. COAXIAL INSTALLATION SHALL BE INSTALLED PER NFPA 70.
6. WALL PENETRATIONS CREATED FOR PASSAGE OF COAXIAL CABLE SHALL MAINTAIN THE RATING OF WALL ASSEMBLY AND MUST BE AN APPROVED UL PENETRATION ASSEMBLY
7. DELIVERED AUDIO QUALITY METRICS:

   DAQ 1 UNUSABLE. SPEECH PRESENT BUT NOT UNDERSTANDABLE.
   DAQ 2 SPEECH UNDERSTANDABLE WITH CONSIDERABLE EFFORT. REQUIRES FREQUENT REPETITION DUE TO NOISE/DISTORTION.
   DAQ 3 SPEECH UNDERSTANDABLE WITH SLIGHT EFFORT. REQUIRES OCCASIONAL REPETITION DUE TO NOISE/DISTORTION.
   DAQ 3.4 SPEECH UNDERSTANDABLE WITHOUT REPETITION. SOME NOISE/DISTORTION PRESENT.
   DAQ 4 SPEECH EASILY UNDERSTOOD. OCCASIONAL NOISE/DISTORTION PRESENT.
   DAQ 5 SPEECH IS CLEARLY UNDERSTOOD. NO NOISE/DISTORTION.

8. PROVIDE A MAINTENANCE CONTRACT WITH A RADIO SERVICE PROVIDER IN PLACE WITH NAME OF AUTHORIZED COMPANY, WHO WILL PROVIDE A 24-HOUR, 7-DAY EMERGENCY RESPONSE WITHIN TWO (2) HOURS AFTER NOTIFICATION. THE SYSTEM SHALL BE MAINTAINED IN ACCORDANCE WITH FCC REQUIREMENTS.
9. SUBMISSION OF PROPOSAL MUST INCLUDE APPROVED BID FORM, WARRANTY INFORMATION TO INCLUDING SERVICE LABOR RATES AND/OR PARTS FOR DURATION OF WARRANTY.

BOARD OF COUNTY COMMISSIONERS

Brevard County Public Safety Bi-Directional Amplifiers

Coverage Requirements: NFPA 72 Section 24.5.2.2

99% Critical area coverage - Section: 24.5.2.2.1
90% General area coverage - Section: 24.5.2.2.2
Bi-Directional Amplifier Requirements – Section: 24.5.2.2.3 **(FCC Certified booster only)**
In-Building Grid layout requirements – Section: A.14.4.10.3
Uplink/Downlink RF levels -65 to -95 dBm.
Uplink will be checked during final. Contractor may make necessary adjustments.

Power Supply Requirements: NFPA 72 Section 24.5.2.5.5

Primary power source requirements: Section 24.5.2.5.5.1
1. Must be a dedicated branch circuit

Secondary power source requirements: Section 24.5.2.5.5.2
One of the following designs:
1. A storage battery dedicated to the system with at least 12 hours of 100% system operation capacity
2. An automatic-starting engine-driven generator serving the dedicated branch circuit with at least 12 hours of 100% system operational capacity and storage batteries dedicated to the system with at least 2 hours of 100% system operation capacity.

System Monitoring Requirements: NFPA 72 Section 24.5.2.6

Required Supervisory alarms to fire alarm panel: Section 24.5.2.6.1
1. Antenna failure
2. Signal booster failure
3. Low battery capacity
4. Loss of normal ac power
5. Failure of battery charger

Call signs: WNWQ632 and WQSY971

Public Safety Radio System: EDACS Three Cell Simulcast System

Frequencies:

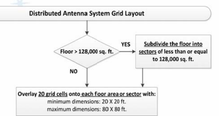
North Simulcast
Geographical Area: North of Pineda Causeway

Channel	Mobile RX (MHz)	Mobile TX (MHz)
1	851.2250	806.2250
2	851.5625	806.5625
3	851.7500	806.7500
4	852.2625	807.2625
5	852.8875	807.8875
6	853.3500	808.3500
7	853.6875	808.6875
8	851.2500	806.2500
9	851.5875	806.5875
10	851.8250	806.8250
11	852.7500	807.7500
12	853.1625	808.1625
13	853.4125	808.4125
14	853.9000	808.9000

Brevard County Public Safety Bi-Directional Amplifier Installation process:

1st Step - Initial assessment

The contractor should provide the AHJ with:
1. Building address.
2. Point of contact.
3. Floor plan(s) with overlay grid. (Gric overlay to be within footprint of building and grid sizes identified for estimating coverage area.)



Indicate Grid dimensions within each grid

At that point the AHJ will schedule the Initial Test with Emergency Management/800 MHz.

Emergency Management/800 MHz will provide to the AHJ:

1. The test report identifying those areas without sufficient 800 MHz radio frequency coverage. A DAQ test will be performed in marginal areas. (readings between -95dBm to -98dBm) A DAQ reading of 4.0 or better will be required to pass marginal areas.
2. A recommendation to the AHJ based on the test results and frequency propagation of the radio system. (NFPA 72 guidelines 90% general areas: Section 24.5.2.2.1 and 99% critical areas: Section 24.5.2.2.2).

If a BDA is deemed necessary by AHJ having jurisdiction, Please review the Brevard County Public Safety Bi-Directional Amplifier Documentation (Attachment) for system information and locations.

***** DAS systems installed into buildings that are primarily used for housing or temporary living quarters should have their indoor antennas limited to common areas of the building.*****

2nd Step - Design review

The following documentation should be submitted to the AHJ:
1. A single line diagram and floor plans showing location of equipment, antennas, and connections, sealed by a Professional Engineer in the State of Florida and acceptable to the county.
2. Equipment list with specifications.
3. Bi-directional amplifier FCC ID number. (https://www.fcc.gov/oet/ea/fccid)
4. In Building Propagation coverage map showing expected RF levels.
5. Diagram of primary power source, secondary power source, and fire alarm monitor panel connectivity to Bi-Directional Amplifier.

After a successful review of the proposed install and equipment list, the AHJ will give the approval to move forward with the installation phase of work.

3rd - Final assessment

A final test should be requested with the AHJ having jurisdiction, via e-mail.

The Contractor should include in the e-mail the following information:
1. Building address.
2. Point of contact.
3. Bi-directional amplifier commissioning test results showing in building coverage. Use Attachment (Commissioning Test) to forward results.
4. The bi-directional amplifier FCC registration number. (https://signalboosters.fcc.gov/signal-boosters/)

Emergency Management/800 MHz will provide for the AHJ:
1. The final acceptance verification form.
2. An authorization letter, as required by the FCC, to the managers/owners of buildings to operate signal boosters for the Brevard County 800 MHz Public Safety Radio System.

Annual Test Requirement

Annual checks are the responsibility of the managers/owners. (NFPA 72 Section 14.4.10.6) Results to be annotated on Attachment (Bi-Directional Amplifier In-Building Annual System Check), attached to original 800 MHz retransmission letter, and kept with equipment for review by the AHJ.

SHEET RFP - 1

ATTACHMENT A
BID FORM RFP-2

CITY OF COCOA, FLORIDA

EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM

Bid Form – Must be filled out completely

ITEM	PART #	EA	QTY	TOTAL
Antenna System				
Fiber (12 strand)	N/A			
Coaxial Cable				
Connector				
Coupler				
Splitter				
Inside Antenna *(please list)*				
Donor Antenna *(please list)*				
Donor Antenna Mount				
Miscellaneous Materials				
Equipment				
BDA (please list)				
Alarm Monitor Panel	N/A			
Back-Up Power (24 hour)				
NEMA 4/4X Enclosure				
Miscellaneous Materials				
Filters & Combiners				
Filters *(please list)*	N/A			
Combiner Network (please list)	N/A			
Services				
System Design				
Documentation				
Antenna System Install				
Equipment Install				
Commissioning Tests				
Acceptance				
Other				
Project Total				

ATTACHMENT B
BCEM INITIAL TEST RESULTS

BOARD OF COUNTY COMMISSIONERS

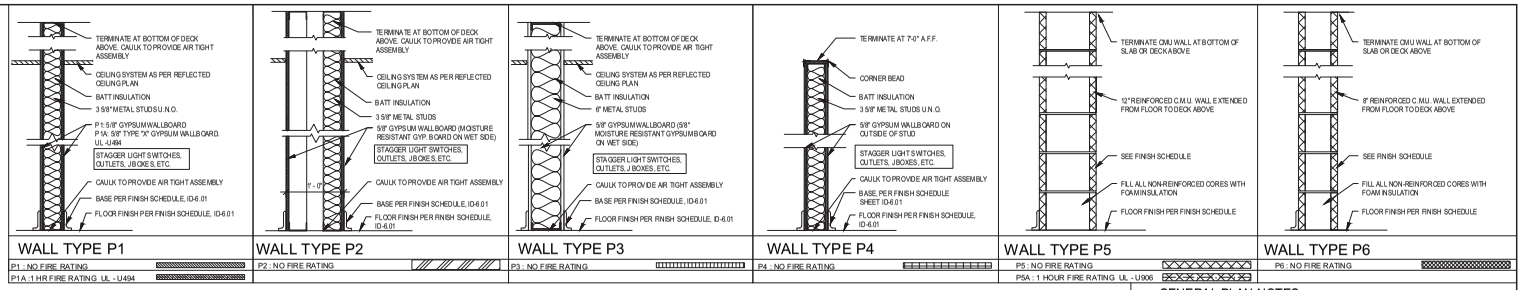
Emergency Management/800 MHz
1746 Cedar Street
Rockledge, Florida 32955
Phone: (321) 637-6670 Fax: (321) 633-1738
emermgt_800mhzradio@brevardcounty.us

DATE: 12/6/2018

Brevard County Emergency Management (the County) hereby acknowledges that at the present moment a Two-Way Radio Distributed Antenna System (DAS) on the 800 MHz public safety radio frequencies is required at the following location, as per the results of an in-building coverage test conducted by the Public Safety Radio System Division on 12/5/2018

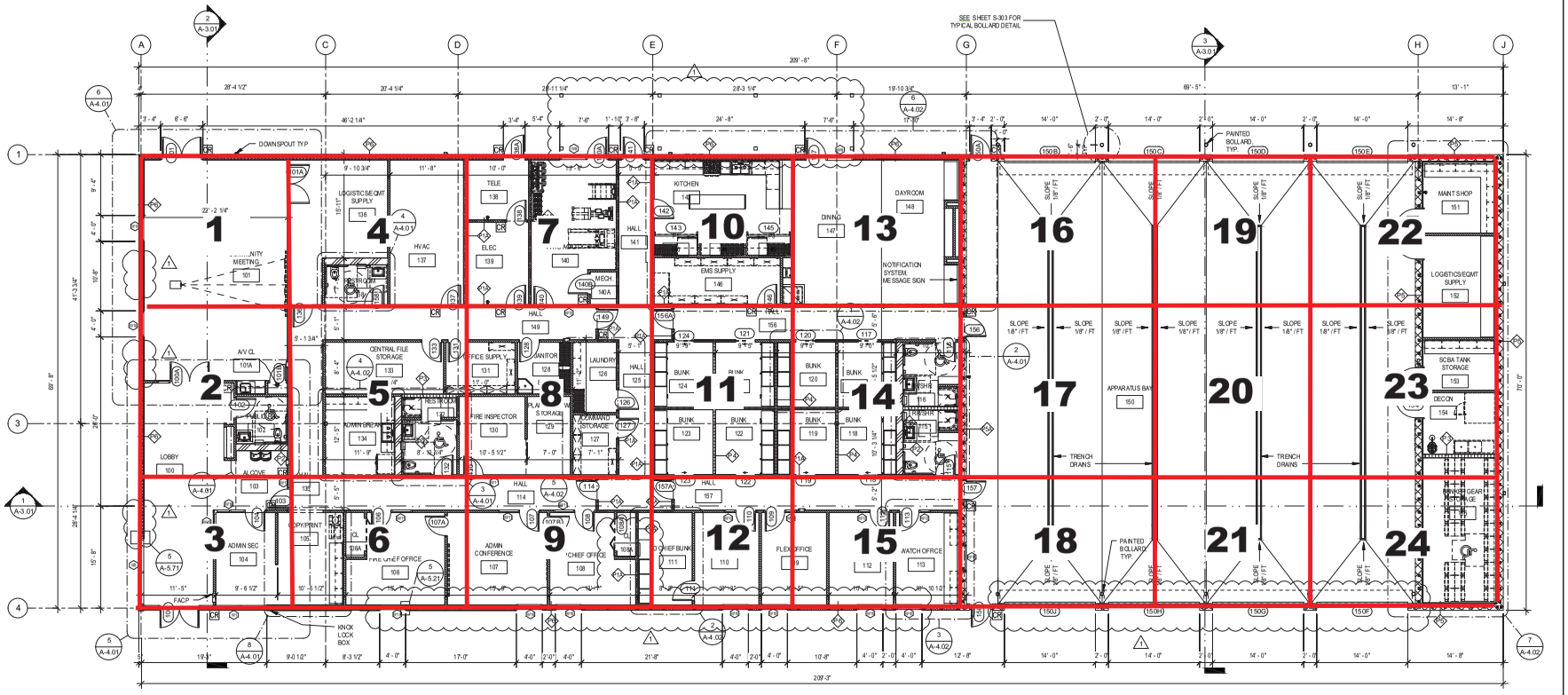
Site Address: 1740 Dixon Blvd., Cocoa FL. 32926

Walter Puhnaty
_____
Walter Puhnaty, Brevard County RF Engineer



GENERAL PLAN NOTES

1. DO NOT SCALE DRAWINGS. USE WRITTEN DIMENSIONS ONLY. ALL PLAN DIMENSIONS SHOWN ARE TO TOP AND RIGHT FACE OF FRAMING,BLOCK, & COLUMN CENTERLINES.
2. PROVIDE NON COMBUSTIBLE BLOCKING AS REQUIRED FOR ALL WALL CABINETS, WALL HUNG SINKS, SHELVING STANDARDS, COUNTERTOPS, TOILET ACCESSORIES, SUPPORTS, AND EQUIPMENT PER MANUFACTURERS RECOMMENDATIONS.
3. ALL PARTITION DRYWALL JOINTS SHALL BE MUDDED, TAPED AND SANDED SMOOTH WITH NO VISIBLE JOINTS. LEVEL 4 FINISH. ALL EXTERIOR DRYWALL CORNERS SHALL HAVE SCREWED METAL CORNER BEADS.
4. PROVIDE CAULKING AT INTERSECTION OF ALL DISSIMILAR MATERIALS.
5. GC SHALL PROVIDE NON COMBUSTIBLE BLOCKING AND POWER JUNCTION BOX AT ALL WALL-MOUNTED TVS.
6. COORDINATE FINAL LOCATIONS WITH FURNITURE & EQUIPMENT DRAWINGS, TECHNOLOGY DWGS, AND OWNER.



1 FLOOR PLAN

SCALE: 1/8" = 1'-0"

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SUITE 201
COCOA, FL 32922

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F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

1	ADDENDUM 1	01/10/17

CITY OF COCOA
FIRE STATION NO.1
HEADQUARTERS
1740 DIXON BLVD
COCOA FL 32922

DRAWING TITLE:

FLOOR PLAN

JOHN C. ZWICK, R.A.
FL. REG. AR0008527

DATE: 01/10/17
JOB NO.: 2016.20
DRAWN BY: CR / MSH
CHECKED BY: JCZ

DRAWING NO.:

A-1.01

Signal Strength Test Grading

DATE: 12/5/2018

AHJ: Cocoa

Property Address 1740 Dixon Blvd., Cocoa FL. 32926

Point of Contact: Nick Gerry

Requirement: -95 dBm or better w/ DAQ better than 3
RF In-building signal test: all grids
DAQ Test: RF level between -95 and -98 dBm

Floor #: 1

Grid #	RF Level (-dBm) in building	DAQ Grade (inbound-from-site)	Remarks	Critical Area	Pass/Fail
1	103	4		x	Fail
2	103				Fail
3	94	4		x	Pass
4	110				Fail
5	110				Fail
6	105	3			Fail
7	115			x	Fail
8	117				Fail
9	108	3.5			Fail
10	109				Fail
11	115				Fail
12	114	2			Fail
13	106			x	Fail
14	109				Fail
15	105	3			Fail
16	105			x	Fail
17	106				Fail
18	107	3		x	Fail
19	105				Fail
20	100				Fail
21	97				Fail
22	102	3.5			Fail
23	104	3			Fail
24	107				Fail

Signature: Walter Puhnaty

BOARD OF COUNTY COMMISSIONERS

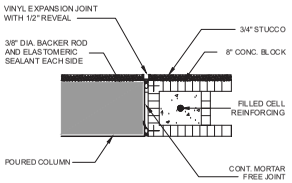
Emergency Management/800 MHz
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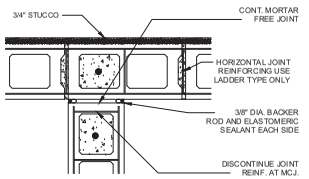
Brevard County Emergency Management (the County) hereby acknowledges that at the present moment a Two-Way Radio Distributed Antenna System (DAS) on the 800 MHz public safety radio frequencies is not required at the following location, as per the results of an in-building coverage test conducted by the Public Safety Radio System Division on 12/5/2018

Site Address: : 300 Brunson Blvd., Cocoa FL. 32926

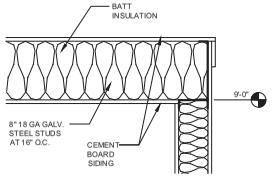
Walter Puhnaty
_____
Walter Puhnaty, Brevard County RF Engineer



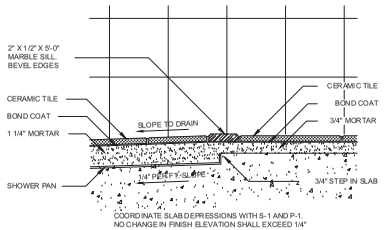
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SCALE: 1 1/2" = 1'-0"



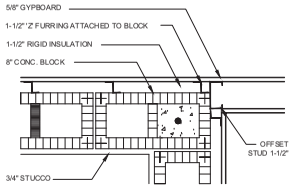
C MCJ DETAIL TYP.
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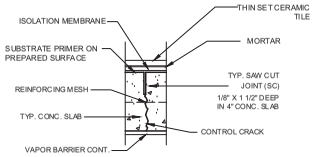
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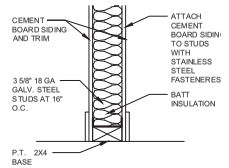
G SHOWER SILL DETAIL SLAB DEPRESSION
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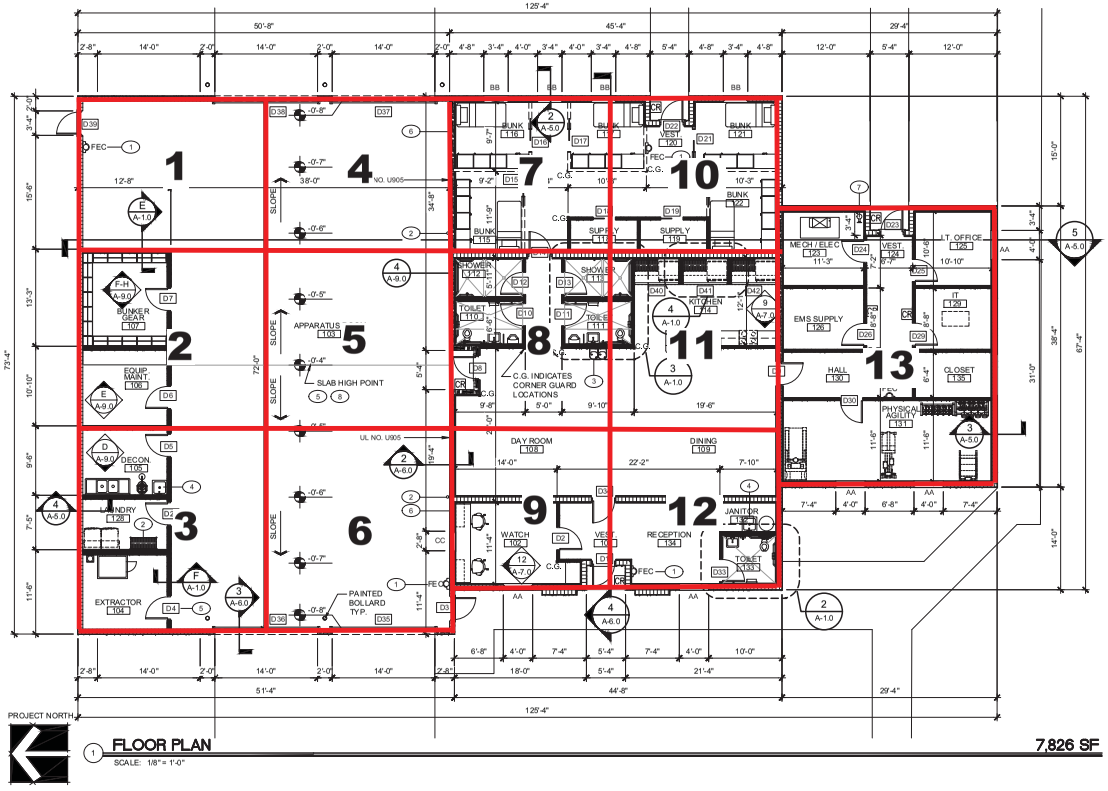
B FRAMING STUD AND MASONRY
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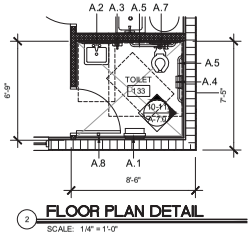
D SAW JOINT DETAIL TYP. FOR TILE
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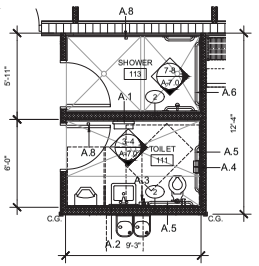
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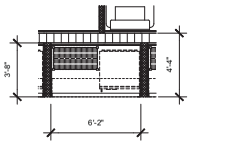
1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"



3 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"



4 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"

STUD	SPACING	HEIGHT	GAGE
3 5/8"	16" O.C.	8' TO 10'	20
3 5/8"	16" O.C.	10' TO 16'	18
5 5/8"	16" O.C.	16' TO 20'	20
5 5/8"	16" O.C.	20' TO 24'	18

INDICATES THAT THE DIMENSION IS TAKEN FROM THE FACE OF FRAMING

INDICATES THAT THE DIMENSION IS TAKEN FROM THE FINISHED SURFACE

FLOOR PLAN GENERAL NOTES

1. FIRE EXTINGUISHER LOCATION. SEE SPECIFICATIONS.
2. ROOF DRAIN LEADER PVC PIPE TO RETENTION AREA. SEE PLUMBING PLANS.
3. ACCESSIBLE WATER FOUNTAIN
4. COMMERCIAL GRADE STAINLESS STEEL MOP AND BROOM HOLDER WITH 4 CAM TYPE CLEATS WITH RUBBER GRIPS. SUBMIT SHOP DRAWINGS FOR APPROVAL
5. DO NOT USE SURFACE MOUNTED CONDUITS IN ROOMS WITH CONCRETE BLOCK AS THE FINISHED SURFACE. INSTALL CONDUITS IN BLOCK WYTHS AND WITHIN POURED COLUMNS AND TIE BEAMS. COORDINATE LOCATIONS WITH THE STRUCTURAL ENGINEER PRIOR TO POURING COLUMNS AND TIE BEAMS.
6. INDICATES 1-HR FIRE RATED CONCRETE BLOCK WALL. REFER TO DESIGN SPECIFICATIONS AND THROUGH PENETRANT SEALING INFORMATION ON SHEET LS-1.0.
7. INDICATES LOCATION OF FIRE RISER. INSTALL RISER, CHECK VALVE, OSY VALVE ETC. AS SNUG TO WALL AS POSSIBLE.
8. FILL ALL JOINTS BETWEEN EXPOSED CONCRETE BLOCK AND PRE-CAST ROOF SLABS WITH POLYURETHANE CAULK.

NOTE TO CONTRACTOR

CONTRACTOR SHALL COORDINATE WITH ALL SUBS PRIOR TO THE START OF CONSTRUCTION TO VERIFY LOCATION OF PIPES, CONDUITS AND MECHANICAL SYSTEM DUCTWORK. PROVISIONS MUST BE MADE FOR THESE SYSTEMS TO PASS THROUGH OR UNDER STRUCTURAL MEMBERS PRIOR TO THEIR INSTALLATION. SUBGRADE UTILITIES MUST BE INSTALLED AND THE SOIL COMPACTED AS REQUIRED BY THE STRUCTURAL DRAWINGS PRIOR TO THE FOUNDATION BEING POURED. STRUCTURAL MEMBERS CANNOT BE CUT OR MODIFIED IN ANY WAY AND THERE CAN BE NO EXCAVATION UNDER FOUNDATIONS AFTER THEY HAVE BEEN INSTALLED.

RESTROOM ACCESSORY SCHEDULE

#	DESCRIPTION	BASIS OF DESIGN
A.1	Semi-Recessed Convertible Paper Towel Dispenser And Waste Receptacle	Bobrick - B-3942
A.2	Framed Mirror, refer to Interior Elevations for width/height	Bradley - 740
A.3	Soap Dispenser	Bradley - 6A00
A.4	Toilet Tissue Dispenser	Bobrick - B-748
A.5	Toilet Grab Bar	Bobrick - B-Series
A.6	Shower Grab Bars	Bobrick - B-Series
A.7	Seat Cover Dispenser - 250 Capacity	Bradley - 5A40
A.8	Double Robe Hook	Bradley - B672

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS	
CONSTRUCTION DOCS FOR BID-PERMIT	04/25/17
VE REVISIONS 2	07/14/17

CITY OF COCOA
FIRE STATION NO. 3

3505 STATE ROAD 524
COCOA, FLORIDA 32926

DRAWING TITLE:

ARCHITECTURAL FLOOR PLAN AND PLAN DETAILS

2 ENTIRE SHEET REVISED

JOHN C. ZWICK, R.A.
FL REG. AR0009527

DATE: 07/14/17
JOB NO.: 2017.02
DRAWN BY: CR / MH
CHECKED BY: JCZ

DRAWING NO.:

A-1.0

© 2017 ARCHITECTS RZK, INC.

Signal Strength Test Grading

DATE: 12/5/2018

AHJ: Cocoa

Property Address 300 Brunson Blvd., Cocoa FL. 32926

Point of Contact: Nick Gerry

Requirement: -95 dBm or better w/ DAQ better than 3
RF In-building signal test: all grids
DAQ Test: RF level between -95 and -98 dBm

Floor #: 1

Grid #	RF Level (-dBm) in building	DAQ Grade (inbound-from-site)	Remarks	Critical Area	Pass/Fail
1	90			x	Pass
2	89				pass
3	91				Pass
4	82				Pass
5	90				Pass
6	88			x	Pass
7	101	4			Fail
8	99	4.5			Fail
9	92			x	Pass
10	103	3.5		x	Fail
11	100	4			Fail
12	94	3			Pass
13	92	4.5		x	Pass
14					
15					
16					
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21					
22					
23					
24					

Signature: Walter Puhnaty

BOARD OF COUNTY COMMISSIONERS

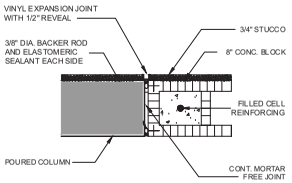
Emergency Management/800 MHz
1746 Cedar Street
Rockledge, Florida 32955
Phone: (321) 637-6670 Fax: (321) 633-1738
emermgt_800mhzradio@brevardcounty.us

DATE: 12/6/2018

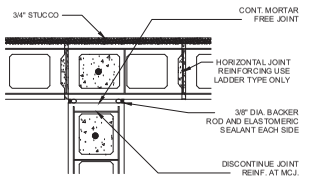
Brevard County Emergency Management (the County) hereby acknowledges that at the present moment a Two-Way Radio Distributed Antenna System (DAS) on the 800 MHz public safety radio frequencies is required at the following location, as per the results of an in-building coverage test conducted by the Public Safety Radio System Division on 12/5/2018.

Site Address: 3505 State Road 524, Cocoa FL. 32926

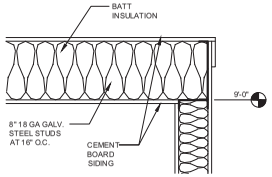
Walter Puhnaty
_____
Walter Puhnaty, Brevard County RF Engineer



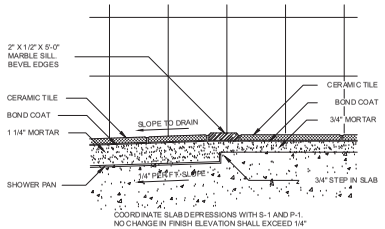
A MCJ DETAIL TYP.
SCALE: 1 1/2" = 1'-0"



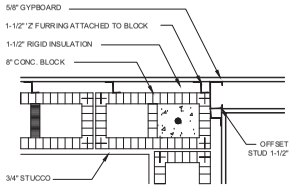
C MCJ DETAIL TYP.
SCALE: 1 1/2" = 1'-0"



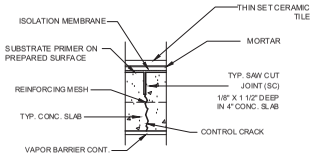
E WALL TYPE DETAIL
SCALE: 1 1/2" = 1'-0"



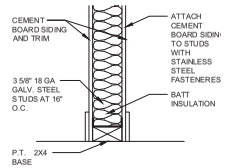
G SHOWER SILL DETAIL SLAB DEPRESSION
SCALE: 3" = 1'-0"



B FRAMING STUD AND MASONRY
SCALE: 1 1/2" = 1'-0"



D SAW JOINT DETAIL TYP. FOR TILE
SCALE: 3" = 1'-0"



F WALL TYPE DETAIL
SCALE: 1 1/2" = 1'-0"

FLOOR PLAN GENERAL NOTES

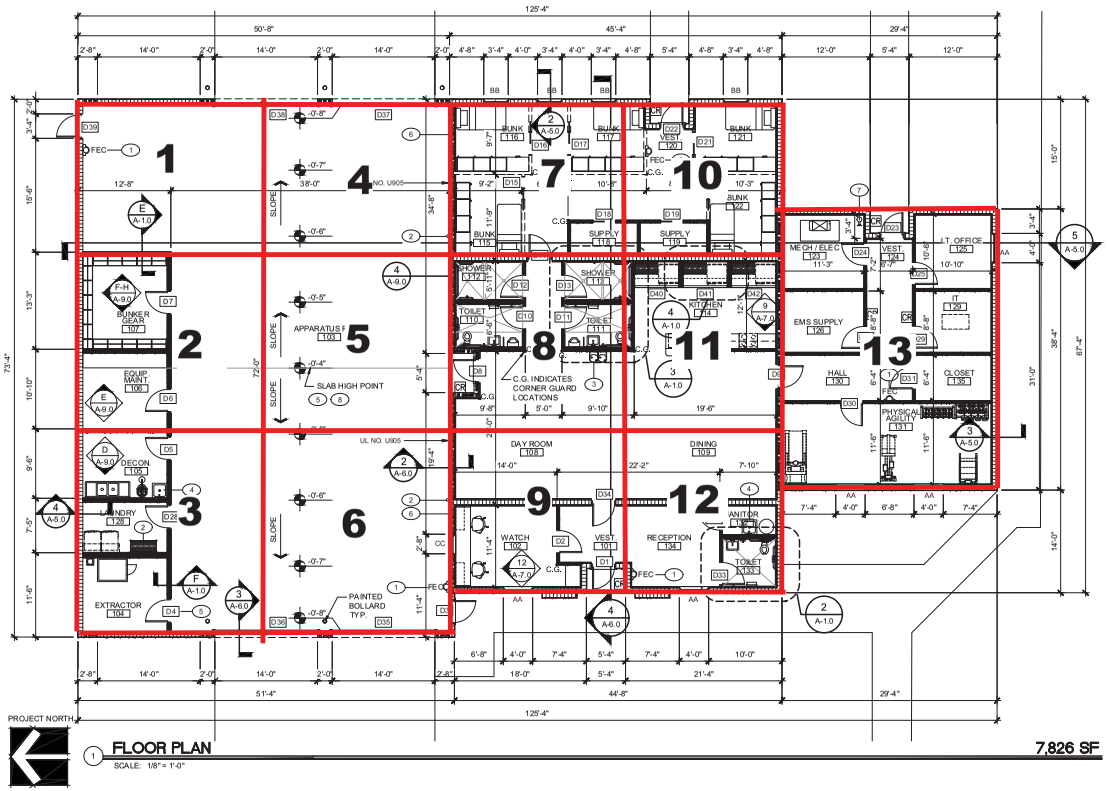
1. FIRE EXTINGUISHER LOCATION. SEE SPECIFICATIONS.
2. ROOF DRAIN LEADER PVC PIPE TO RETENTION AREA. SEE PLUMBING PLANS.
3. ACCESSIBLE WATER FOUNTAIN
4. COMMERCIAL GRADE STAINLESS STEEL MOP AND BROOM HOLDER WITH 4 CAM TYPE CLEATS WITH RUBBER GRIPS. SUBMIT SHOP DRAWINGS FOR APPROVAL
5. DO NOT USE SURFACE MOUNTED CONDUITS IN ROOMS WITH CONCRETE BLOCK AS THE FINISHED SURFACE. INSTALL CONDUITS IN BLOCK WYTHS AND WITHIN POURED COLUMNS AND TIE BEAMS. COORDINATE LOCATIONS WITH THE STRUCTURAL ENGINEER PRIOR TO POURING COLUMNS AND TIE BEAMS.
6. INDICATES 1-HR FIRE RATED CONCRETE BLOCK WALL. REFER TO DESIGN SPECIFICATIONS AND THROUGH PENETRANT SEALING INFORMATION ON SHEET LS-1.0.
7. INDICATES LOCATION OF FIRE RISER. INSTALL RISER, CHECK VALVE, OSY VALVE ETC. AS SNUG TO WALL AS POSSIBLE.
8. FILL ALL JOINTS BETWEEN EXPOSED CONCRETE BLOCK AND PRE-CAST ROOF SLABS WITH POLYURETHANE CAULK.

NOTE TO CONTRACTOR

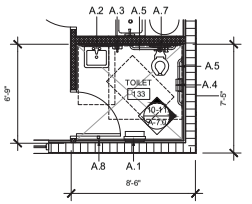
CONTRACTOR SHALL COORDINATE WITH ALL SUBS PRIOR TO THE START OF CONSTRUCTION TO VERIFY LOCATION OF PIPES, CONDUITS AND MECHANICAL SYSTEM DUCTWORK. PROVISIONS MUST BE MADE FOR THESE SYSTEMS TO PASS THROUGH OR UNDER STRUCTURAL MEMBERS PRIOR TO THEIR INSTALLATION. SUBGRADE UTILITIES MUST BE INSTALLED AND THE SOIL COMPACTED AS REQUIRED BY THE STRUCTURAL DRAWINGS PRIOR TO THE FOUNDATION BEING POURED. STRUCTURAL MEMBERS CANNOT BE CUT OR MODIFIED IN ANY WAY AND THERE CAN BE NO EXCAVATION UNDER FOUNDATIONS AFTER THEY HAVE BEEN INSTALLED.

RESTROOM ACCESSORY SCHEDULE

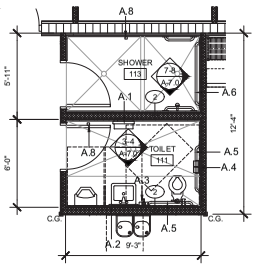
#	DESCRIPTION	BASIS OF DESIGN
A.1	Semi-Recessed Convertible Paper Towel Dispenser And Waste Receptacle	Bobrick - B-3942
A.2	Framed Mirror, refer to Interior Elevations for width/height	Bradley - 740
A.3	Soap Dispenser	Bradley - 6A00
A.4	Toilet Tissue Dispenser	Bobrick - B-748
A.5	Toilet Grab Bar	Bobrick - B-Series
A.6	Shower Grab Bars	Bobrick - B-Series
A.7	Seat Cover Dispenser - 250 Capacity	Bradley - 5A40
A.8	Double Robe Hook	Bradley - B672



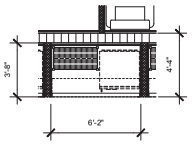
1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"



3 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"



4 FLOOR PLAN DETAIL
SCALE: 1/4" = 1'-0"

ENTIRE SHEET REVISED

STUD	SPACING	HEIGHT	GAGE
3 5/8"	16" O.C.	8' TO 10'	20
3 5/8"	16" O.C.	10' TO 16'	18
5 5/8"	16" O.C.	16' TO 20'	20
5 5/8"	16" O.C.	20' TO 24'	18

INDICATES THAT THE DIMENSION IS TAKEN FROM THE FACE OF FRAMING

INDICATES THAT THE DIMENSION IS TAKEN FROM THE FINISHED SURFACE

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SUITE 201
COCOA, FL 32922
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F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS		
CONSTRUCTION DOCS FOR BID-PERMIT		04/25/17
VE REVISIONS	2	07/14/17

CITY OF COCOA
FIRE STATION NO. 3

3505 STATE ROAD 524
COCOA, FLORIDA 32926

DRAWING TITLE:

ARCHITECTURAL FLOOR PLAN AND PLAN DETAILS

JOHN C. ZWICK, R.A.
FL REG. AR0009527

DATE: 07/14/17
JOB NO.: 2017.02
DRAWN BY: CR / MH
CHECKED BY: JCZ

DRAWING NO.:

A-1.0

Signal Strength Test Grading

DATE: 12/15/2018

AHJ: Cocoa

Property Address 3505 State Road 524, Cocoa FL. 32926

Point of Contact: Nick Gerry

Requirement: -95 dBm or better w/ DAQ better than 3
RF In-building signal test: all grids
DAQ Test: RF level between -95 and -98 dBm

Floor #: 1

Grid #	RF Level (-dBm) in building	DAQ Grade (inbound-from-site)	Remarks	Critical Area	Pass/Fail
1	94			x	Pass
2	98	4			Fail
3	99				Fail
4	102				Fail
5	97	4			Fail
6	99	4		x	Fail
7	114	1			Fail
8	109				Fail
9	95	4		x	Pass
10	115			x	Fail
11	116				Fail
12	115				Fail
13	110			x	Fail
14					
15					
16					
17					
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21					
22					
23					
24					

Signature: Walter Puhnaty

Legislation Details (With Text)

File #:	19-279	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/7/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve the first reading Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 10-2019:Stormwater Protection.pdf Copy of Newspaper Advertisement 6-06-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 7, 2019
Agenda Date: June 26, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve the first reading Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance.

BACKGROUND:

Municipalities have the Home Rule authority to adopt home rule special assessment procedures which can be utilized in lieu of special assessment procedures expressly provided by Florida Statutes. In 2006, the City previously adopted a home rule special assessment ordinance for purposes of imposing a special assessment for fire protection services. Similarly, Ordinance No. 10-2019 proposes to adopt a home rule special assessment procedure for stormwater services related to the City's Stormwater Drainage Utility. Following the adoption of Ordinance No. 10-2019, the City Attorney, Staff and stormwater assessment consultant will proceed with drafting the stormwater assessment resolutions required by Ordinance No. 10-2019. These resolutions will be presented to the City Council at future public hearings. The resolutions will be the legal instrument that adopts the specific home rule assessment methodology and rates for stormwater services. The home rule assessment for stormwater services will replace the existing stormwater *user fee* which is currently set forth in the City Code and funds the management, operation and construction of the City's Stormwater Drainage Utility.

The City of Cocoa established a Stormwater Utility in 1992 to provide a dedicated funding source for Stormwater system construction projects and routine maintenance. Since then, many environmental

regulatory changes have taken place, including mandates to improve water quality. This fiscal year, city staff began working with consultants Mead and Hunt, to identify essential Stormwater projects and to develop a 10-year working plan. Additionally, city staff also began working and developing a rate analysis and structure with Stantec Consulting Services to support the ongoing maintenance and identified capital projects, through an evaluation of impervious square footage on parcels within the city limits.

At the May 14, 2019 Stormwater Workshop, both plans were presented to City Council, along with a breakdown of the challenges the City faces billing Stormwater Fees on utility bills, such as an outdated rate methodology and intermittent vacancies, which create a loss in annual revenue/collections and equity amongst the property owners. Additionally, at this workshop, City Council directed staff to work with the consultants and come up with a tiered rate structure that more equitably distributes the cost in funding Stormwater projects and to move to an assessment method of collection, versus the utility fee method, to ensure future funding of mandated as well as essential Stormwater projects.

Staff recommends the approval of the first reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment at this Public Hearing. The final reading of this ordinance will be July 10, 2019 at 6:00 P.M., however before the Initial Assessment Resolution comes before City Council, there will be further discussion on the tiered rates structure developed by the City's consultant.

STRATEGIC PLAN CONNECTION:

Successfully improve the City's physical image, as well as make environmental advancements, with the future of the Stormwater program.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

May 14, 2019 Stormwater Workshop.

RECOMMENDED MOTION:

Approve the first reading Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance.

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ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Stormwater Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual

Rate Resolution for the initial Fiscal Year in which a Stormwater Assessment is imposed or reimposed.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of stormwater management services, programs or facilities identified in the lnitial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"Assessment Roll" means the special assessment roll relating a stormwater Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

"Certificate of Occupancy" means the written certification issued by the City that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"City" means the City of Cocoa, Florida.

"City Clerk" means the Clerk of the City Council.

“City Code” shall mean the city code of the City, as may be amended from time to time.

"City Council" means the City Council of the City of Cocoa, Florida.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"County" means Brevard County, Florida.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Stormwater Assessments.

"Stormwater Assessment" means a special assessment lawfully imposed by the City Council against Assessed Property to fund all or any portion of the cost of the provision of stormwater management services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Stormwater Assessed Cost" means the amount determined by the City Council to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of stormwater management services, facilities, or programs of the Stormwater Drainage Utility which provide a special benefit to Assessed Property, and shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data

processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City to provide stormwater management services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Stormwater Assessments, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of Stormwater Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Stormwater Assessments collected pursuant to Section 3.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of stormwater management services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the City Council by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible Stormwater Assessments; (P) all costs, fees and expenses incurred in connection with the issuance and sale of any series of obligations including, but not limited to, rating agency and other financing fees, fees and disbursement of the City's bond counsel, underwriter's discount, fees and disbursement of the City's financial advisor and

legal counsel, costs of printing the obligations and the documentation supporting issuance of the obligations, fees payable in respect of any municipal bond insurance policy, administrative, development, credit review or other fee associated with any pooled commercial paper or similar interim financing program and any costs of a similar nature incurred in connection with issuance of such obligations; and (Q) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of Stormwater Assessed Cost. In the event the City also imposes an impact fee upon new growth or development for stormwater related capital improvements, the Stormwater Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Stormwater Assessed Cost for which an assessment is to be made and for the imposition of a Stormwater Assessment.

"Maximum Assessment Rate" means the highest rate of a Stormwater

Assessment established by the City Council in an Initial Assessment Resolution or Preliminary Rate Resolution and confirmed by the City Council in the Final Assessment Resolution or Annual Rate Resolution.

"Ordinance" means this Stormwater Assessment Ordinance.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Stormwater Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Brevard County Property Appraiser.

"Stormwater Drainage Utility" means the stormwater drainage utility established and operated by the City pursuant to Chapter 22, Division 2. – Stormwater Utility System of the City Code. Such Utility includes the City operating and maintaining a system of storm and surface water management facilities including, but not limited to, conduits, pipes, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, natural waterways and bodies, and other infrastructure and components.

"Tax Collector" means the Brevard County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to

stormwater management services, facilities or programs of the City.

(C) The Stormwater Assessments authorized by this Ordinance are consistent with the authority granted in Section 403.0893, Florida Statutes, which is additional authority and supplements the constitutional and statutory power of local government granted to a municipality.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of citywide Stormwater Assessments under the general home rule powers of a municipality to impose special assessments; (2) authorize a procedure for the funding of stormwater management services, facilities, or programs providing special benefits to property within the City; and (3) legislatively determine the special benefit provided to Assessed Property from the provision of the City's stormwater management services.

(E) The City has previously established a Stormwater Drainage Utility which has been and continues to be responsible for the operation, construction, maintenance and repair of stormwater facilities; for stormwater system planning; and for lake and river water quality management.

(F) All real property located within the City either uses or benefits from the operation, construction, maintenance and repair of the City's stormwater system by the Stormwater Drainage Utility and such benefits include, by way of example and not limitation, (1) the provision of stormwater management services and the availability and use of facilities or improvements by owners and occupants of such property to properly and safely detain, retain, convey or treat stormwater discharge from such property and reduce flooding and soil erosion, (2) stabilization of or the increase or property values,

(3) increased safety and better access to property, (4) improved appearance, (5) rendering property more adaptable to a current or reasonably foreseeable new or higher use, (6) alleviation of the burdens caused by stormwater runoff and accumulation attendant with the present or projected use of property, (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the City, (8) reducing stormwater runoff capable of carrying pollutants into receiving water bodies (e.g., Indian River Lagoon), thereby degrading water quality and adversely affecting flora and fauna and wildlife, and (9) implementation of the City's City Code and Comprehensive Plan.

(G) The annual Stormwater Assessments, to be imposed using the procedures provided in this Ordinance, shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(H) The Stormwater Assessments to be imposed using the procedures provided in this Ordinance are imposed by the City Council, not the Brevard County Board of County Commissioners, Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT. It is hereby ascertained and declared that the stormwater management services, facilities, and programs provide a special benefit to property because stormwater services bear a logical relationship to the value, use and characteristics of the property located within the City. The Stormwater Assessments authorized by this Ordinance provide an equitable method of funding the Stormwater Assessed Costs, by fairly and reasonably allocating

such costs to specially benefitted property classified on the basis of the stormwater burden expected to be generated by the physical characteristics and use of such property.

ARTICLE II

ANNUAL STORMWATER ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose an annual Stormwater Assessment to fund all or any portion of the Stormwater Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of stormwater management services, facilities, or programs. All Stormwater Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Stormwater Assessment imposed in a Fiscal Year against a parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Stormwater Assessed Cost among properties on a basis reasonably related to the special benefit provided by stormwater management services, facilities, or programs funded with assessment proceeds. Notwithstanding the foregoing, if it is specifically determined by the City Council that any area or property within the City receives a distinct special benefit that is different in kind or degree from the special benefit received by other areas or property of the City, the Special Assessment Costs related to such component shall be assigned against the portion of

the area or property receiving the distinct benefit. Further, if any area or property within the City receives a higher level of maintenance service, the incremental maintenance cost associated with the higher level of service shall be assessed only against that portion of area or property that received the higher level of service.

(C) Stormwater Assessments shall be payable annually and shall be computed as the parcel's share of the Special Assessment Costs, less the amount equal to the maximum discount allowed for early payment thereof under the Uniform Assessment Collection Act. Nothing contained in this Ordinance shall be construed to require the imposition of Stormwater Assessments against Government Property.

SECTION 2.02. INITIAL PROCEEDINGS. The initial proceeding for the imposition of a Stormwater Assessment shall be the adoption of an Initial Assessment Resolution by the City Council, (1) identifying the area within the City to be assessed, and if applicable, that portion of the City or property receiving a distinct special benefit or a higher level of service (2) containing a brief and general description of the stormwater management services, facilities, or programs to be provided, (3) determining the Stormwater Assessed Cost to be assessed, and if applicable, such portion of related costs of providing a distinct special benefit and higher level of service, (4) describing the method of apportioning the Stormwater Assessed Cost and the computation of the Stormwater Assessment for specific properties, and describing the procedure for adjusting the apportionment attributable to a parcel of property (including any mitigation credit factors), (5) establishing an estimated assessment rate for the applicable Fiscal Year, (6) establishing a Maximum Assessment Rate, if desired by the City Council, and (7) directing the City Manager to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the

notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Stormwater Assessment to be imposed against each such parcel of Assessed Property including the unit of apportionment attributable to such parcel.

(4) The maximum annual Stormwater Assessment to become due in any Fiscal Year.

(B) The initial Assessment Roll shall be retained by the City Manager and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the Initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the City Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular,

adjourned, or special meeting, the City Council will receive written comment and hear testimony and objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Stormwater Assessment; (2) a brief and general description of the stormwater management services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted; (4) the procedure for objecting provided in Section 2.06 hereof; (5) the method by which the Stormwater Assessment will be collected; and (6) a statement that the Initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the City Manager shall provide notice, or direct the provision of notice, of the proposed Stormwater Assessment by first class mail to the Owner of each parcel of property subject to the Stormwater Assessment.

(B) Such notice shall include (1) the purpose of the Stormwater Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted; (3) the unit of measurement applied to determine the Stormwater Assessment; (4) the number of

such units contained in each parcel of property; (5) the total revenue to be collected by the City from the Stormwater Assessment; (6) a statement that failure to pay the Stormwater Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of the notice; and (8) the date, time, and place of the hearing. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the public hearing as noticed pursuant to Sections 2.04 and 2.05 hereof, or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the City Council adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) establish a Maximum

Assessment Rate that may be imposed in the event such rate was adopted; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the City Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the stormwater management services, facilities, or programs to be provided or constructed and a legislative determination that the Stormwater Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the Initial Fiscal Year in which Stormwater Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Stormwater Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the Maximum Assessment Rate, if any; the initial Assessment Roll; and the levy and lien of the Stormwater Assessments), unless proper step shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform

Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Stormwater Assessments, such other official as the City Council by resolution shall designate.

SECTION 2.08. ADOPTION OF ANNUAL RATE RESOLUTION.

(A) The City Council shall adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which a Stormwater Assessment is imposed hereunder.

(B) The proceedings for the adoption of an Annual Rate Resolution shall begin with the adoption of a Preliminary Rate Resolution by the City Council (1) containing a brief and general description of the stormwater management services, facilities, or programs to be provided; (2) determining the Stormwater Assessed Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the City Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for

the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the City Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 2.04 and 2.05 hereof or any other method as provided by law.

(E) The City Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Stormwater Assessment for any Fiscal Year exceeds the rates of assessment adopted by the City Council including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Stormwater Assessment is imposed or the use of the revenue from the Stormwater Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Stormwater Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and

2.05 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Stormwater Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Stormwater Assessment not challenged within the required 20-day period for those Stormwater Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate

Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Stormwater Assessments, such other official as the City Council by resolution shall designate. If the Stormwater Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF STORMWATER ASSESSMENTS. Upon the adoption of the Assessment Roll and the Final Assessment Resolution or Annual Rate Resolution, whichever is applicable, all Stormwater Assessments shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Stormwater Assessment shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Stormwater Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Stormwater Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO STORMWATER ASSESSMENTS. If any

Stormwater Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Stormwater Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has failed to include or omitted any property on the Assessment Roll, which property should have been so included, the City Council may take all necessary steps to impose a new Stormwater Assessment against any property benefited by Stormwater Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Stormwater Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Stormwater Assessments until a valid Stormwater Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Stormwater Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Stormwater Assessment as finally approved shall be competent and sufficient evidence that such Stormwater Assessment was duly levied, that the Stormwater Assessment was duly made and adopted, and that all other proceedings adequate to such Stormwater Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax

Collector, City Manager, City Council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Stormwater Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of stormwater management services, facilities, or programs, but that such property was omitted from the Assessment Roll; or such property was erroneously assessed; or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Final Assessment Resolution or any subsequent Annual Rate Resolution for any upcoming Fiscal Year, the City Council may, upon provision of a notice by mail provided to the Owner of the omitted or erroneously assessed parcel in the manner and form provided in Section 2.05, impose the applicable Stormwater Assessment for the Fiscal Year in which such error or omission is discovered, in addition to the applicable Stormwater Assessment due for the prior two Fiscal Years. Such Stormwater Assessment shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the City Manager shall have

the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Stormwater Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Stormwater Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Stormwater Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) An interim Stormwater Assessment may be imposed against all property for which a Certificate of Occupancy is issued after the adoption of the Final Rate Resolution or any subsequent Annual Rate Resolution. The amount of the interim Stormwater Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Final Rate Resolution or any subsequent Annual Rate Resolution for the Fiscal Year for

which the interim Stormwater Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Stormwater Assessment may also include an estimate of the subsequent Fiscal Year's Stormwater Assessment.

(B) Issuance of the Certificate of Occupancy without the payment in full of the interim Stormwater Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Stormwater Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of this Ordinance, under the alternative collection method provided in Section 3.02 or by any other method authorized bylaw.

(C) Any interim Stormwater Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE III

COLLECTION AND USE OF STORMWATER ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the City Council, the Stormwater

Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.

(B) The amount of a Stormwater Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and(3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Stormwater Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City Council may elect to collect the Stormwater Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The City Council shall provide Stormwater Assessment bills by first class mail to the Owner of each affected parcel of property that is subject to the Stormwater Assessment. The bill or accompanying explanatory material shall include (1) a brief explanation of the Stormwater Assessment, (2) a description of the unit of measurement

used to determine the amount of the Stormwater Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Stormwater Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Stormwater Assessment is due, and (7) a statement that the Stormwater Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Stormwater Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City Council shall have the right to foreclose and collect all delinquent Stormwater Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Stormwater Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in accordance with paragraph (A)(6) of this Section. The City Council or its agent shall notify any property owner who is delinquent in payment of his or her Stormwater Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the City Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Stormwater Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Stormwater Assessment, not previously subject to collection using the uniform method under the Uniform

Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The City Council or its agent may join in one foreclosure action the collection of Stormwater Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City Council and its agents, including reasonable attorney fees, in collection of such delinquent Stormwater Assessments and any other costs incurred by the City Council as a result of such delinquent Stormwater Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Stormwater Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Stormwater Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the City Council's use of an alternative method of collection, the City Manager shall have the same power and authority to correct errors and omissions as provided to him or other City officials in Section 2.12 hereof.

(G) Any City Council action required in the collection of Stormwater Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) In the event Stormwater Assessments are imposed against Government Property, the City Council shall provide Stormwater Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Stormwater Assessment, (2) a description of the unit of measurement used to determine the amount of the Stormwater Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Stormwater Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Stormwater Assessment is due.

(B) Stormwater Assessments imposed against Government Property shall be due on the same date as all other Stormwater Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Stormwater Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in paragraph (A)(6) of this Section. The City Council shall notify the Owner of any Government Property that is delinquent in payment of its Stormwater Assessment within 60 days from the date such assessment was due. Such notice shall state that the City Council will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein

shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Stormwater Assessments and any other costs incurred by the City Council as a result of such delinquent Stormwater Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Stormater Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in periodic installments with a remedy of a mandamus action in the event of non-payment. The City Council may contract for such billing services with any utility, whether or not such utility is owned by the City.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the City Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may

hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the City Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption on the second and final reading.

PASSED on First Reading on the ____ day of _____, 2019.

PASSED AND ADOPTED on Second Reading and Final Reading on the _____ day of _____, 2019.

CITY OF COCOA, FLORIDA

(SEAL)

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

CITY OF COCOA
NOTICE OF PUBLIC HEARING

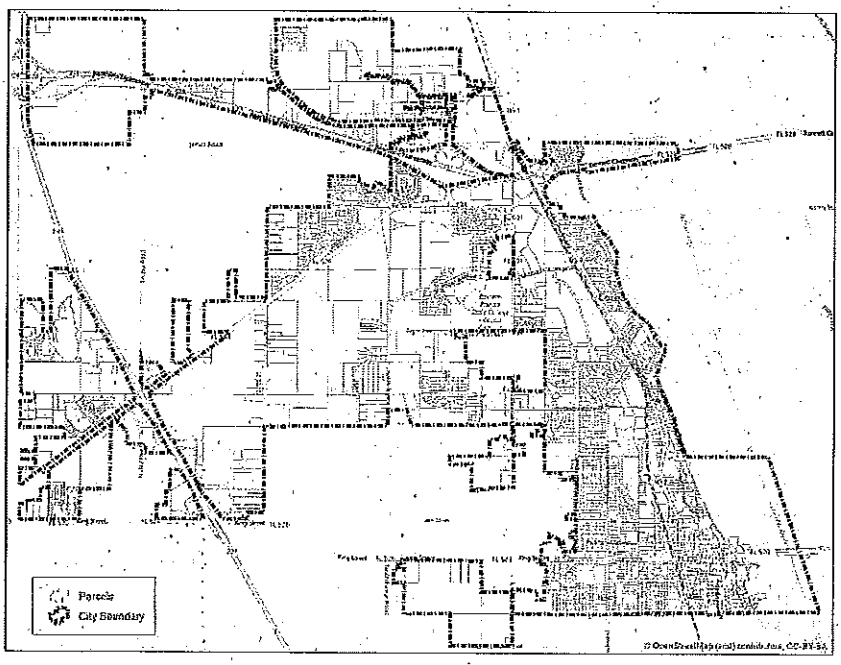
June 26, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, June 26, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council of the City of Cocoa proposes to adopt the following Ordinance titled as follows:

ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



A copy of the complete copy of the Ordinance is available for public review in the Office of the City Clerk, Cocoa City Hall, 65 Stone Street, Cocoa, and may be reviewed Monday through Friday, 8:00 a.m. to 5:00 p.m. (holidays excepted). All affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of the notice.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 29th
day of May, 2019

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-295	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/13/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approval of Ordinance No. 08-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years. (Administrative Services Director)				
Sponsors:					
Indexes:	Pension, Retirement				
Code sections:					
Attachments:	Ordinance No. 08-2019 Cocoa Police Pension (2nd Reading).pdf Legal Ad OrderConf.pdf 2019.06.17 Cocoa Police - No Impact Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2019
Agenda Date: June 26, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manaer
Requested Action:
Approval of Ordinance No. 8-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years

BACKGROUND:

The City of Cocoa has an established Police Officers' Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's Police Officers. In accordance with Florida Statute Section 185.03, the City is required to have a Board of Trustees as a part of the City's Police Pension Plan whom has the responsibility to administer the trust fund. There are specific statutory requirements that govern the eligibility of the Board Trustees and the terms such trustee may serve. Section 185.05 states the terms of office for the Board of Trustees shall be for a period of two (2) years, unless a municipal ordinance is in place to extend the terms from two (2) years to four (4) years. The length of the terms of office shall be the same for all board members.

City Staff was approached by the Pension Plan's attorney, Office of Klausner, Kaufman, Jensen, and Levinson and the Plan Administrator Sheila Hutchinson about executing this municipal change to the board of trustee terms, with providing a draft ordinance to amend the City's Code. By increasing the

term limits to four years, this will in turn have better educated trustees to make better fiduciary decisions for the plan members and the plan sponsor. Further, there is no budgetary impact for this change.

The proposed ordinance includes the following amendments to the pension plan:

1. Section 2-193(a), Board of Trustees

   The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Cocoa City Council, and two (2) of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the Cocoa City Council. Upon receipt of the fifth person's name, the Cocoa City Council shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a ~~two~~ ~~(2)~~ four (4) year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of ~~two~~ ~~(2)~~ four (4) years, unless he sooner vacates the office or is sooner replaced by the Cocoa City Council at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of ~~two~~ ~~(2)~~ four (4) years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

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

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

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

The plan's actuary has prepared a no cost impact statement which is attached to this item. The Ordinance shall be effective immediately upon adoption by the City Council after this reading.

City Administration recommends approval of Ordinance No. 8-2019, related to changes in the Police Officers' Retirement Plan, amending Section 2-193(a), Board of Trustees.

powered by Legistar™

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council approved the first reading of this Ordinance at the Regular City Council Meeting held on June 12, 2019.

RECOMMENDED MOTION:

Approval of Ordinance No. 8-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years

powered by Legistar™

ORDINANCE NO. 08-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING 2-193, BOARD OF TRUSTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-193, Board of Trustees, to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

Sec. 2-193. – Board of Trustees.

* * * * *

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Cocoa City Council, and two (2) of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the Cocoa City Council. Upon receipt of the fifth person's name, the Cocoa City Council shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a ~~two (2)~~ four (4) year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of ~~two (2)~~ four (4) years, unless he sooner vacates the office or is sooner replaced by the Cocoa City Council at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of ~~two (2)~~ four (4) years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP

participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

* * * * *

SECTION 2: Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 3: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE 26th DAY OF JUNE, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: JUNE 12, 2019
LEGAL AD PUBLISHED: JUNE 16, 2019
2ND READING AND ADOPTION: JUNE 26, 2019

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003629172
Pymt Method Invoice
Net Amt: $246.94

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/16/19

Text of Ad:

AD#3629172, 6/16/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

June 26, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, June 26, 2019, 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. 08-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING 2-193, BOARD OF TRUSTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 13th day of June, 2019.
Carie Shealy, MMC, City Clerk

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

June 17, 2019

VIA EMAIL

Board of Trustees
c/o Ms. Sheila Hutcheson, Plan Administrator
3860 Grantline Road
Mims, Florida 32754

Re: City of Cocoa
Police Officers' Retirement Plan

Dear Board:

In response to Cassandra Harvey's email dated April 24, 2019, we have reviewed the proposed Ordinance (identified on page 1 and 2 as 00124182.WPD;1) amending the Plan to extend the length of the trustee term from two years to four years.

We have determined that this ordinance and its adoption therein will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Drew D. Ballard, EA, MAAA

Legislation Details (With Text)

File #:	19-283	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through, June, 2023. (Adminstrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06_10_19 Reappointment intent_Application.pdf 06_20_19 Martin Consideration letter.pdf Diamond Square CRA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through, June, 2023

BACKGROUND:

Ms. Delores Martin has been a Regular Agency Member on the Diamond Square CRA since August 2010. Her current term expires on June 30, 2019 and she has expressed her desire to serve for another four years.

Ms. Martin still meets all of the criteria to serve on a City board. If reappointed, her new term would be through June, 2023.

There are currently six agency members serving on this board and one vacancy.

Her intent for reappointment is attached.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Ms. Martin was appointed to the Diamond Square CRA in 2010 to fill an unexpired term. She was reappointed in 2011, and then again in 2015.

RECOMMENDED MOTION:

Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through, June, 2023

In response to inquiry by the Office of the City Clerk, I, Delores Martin

✓ seek reappointment

_____ do not seek reappointment

as a member of the Diamond Square Redevelopment Agency for the City of Cocoa for a four-year term.

Sincerely,

Delores Martin

Delores Martin

Additional Comments: _____

_____

_____

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

RECEIVED
JUN 05 2019
OFFICE OF THE CITY CLERK

RECEIVED
JUN 05 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Delores Martin Application Date: 5/31/2019

Street Address, Including Zip Code: 1314 Moss Lane

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

Telephones: Home: N/A Work: N/A Pager: N/A Cell: 321-412-9860

Place of Business: Retired

Title/Position Held: N/A

Date of Birth[2] 06/26/1949

Email Address: drmartin324@gmail.com

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

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

ELIGIBILITY

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

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

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

As a resident of the City of Cocoa, I am very interested in the growth of Cocoa and feel I am a great fit for assisting in promoting Cocoa through its development

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

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

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

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

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

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

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

Signature: Delores R. Martin Date: 5/31/2019

Social Security No: [redacted]

Drivers License No: [redacted]

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

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

June 20, 2019

Ms. Delores Martin
1314 Moss Lane
Cocoa, FL 32922

Re: Reappointment to the Diamond Square CRA

Dear Ms. Martin:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Diamond Square CRA at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Diamond Square Redevelopment Agency	**Meets Third Monday Every Month @ 6pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jewel Collins	810 Kentucky Ave. Rockledge, FL 32955 (contact info as of 6/21/17)	~~720-9102 cell~~ 208-8144 ph	06/18 Reappointed 05/14 reappointed 07/10 reappt. 11/06 appt.	2022
Delores ~~Rainey~~ Martin, *Vice Chairperson (elected 5/18/15)*	1314 Moss Lane Cocoa, FL 32922-6142 Drmartin324@gmail.com	321-412-9860	05/15 Reappointed 05/11 Reapt. 08/10 appointed to fill unexpired term of Holmes	2019
Tracy A. Moore, Chairperson *(elected 5/18/15)*	2747 Wentworth Place, 32926-5865 rcptm@bellsouth.net	639-9917(h) 480-5541 (c)	06/18 Reappointed 06/14 Reappointed 05/10 Reappointed 05/06 Reappointed 5/04 Appointed	2022
Sylvia Thomas	717 Aurora St. Cocoa, FL 32922 Sthomas@ELCbrevard.org	636-0160 hm 507-0932 cell 637-1800 ext. 2001 wk	06/17 Appointed (replaced R. Jenkins)	2021
Ed Jones	1214 Holmes Street, 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	06/18 Reappointed 8/12/14 Reap. 5/10 Reappointed 5/23/06 Reap. 6/02 Reappointed 3/98 Appointed	2022
~~Mr. Adrian M. Moss Beasley~~ **VACANCY**	[redacted] ~~Adrianbeasley42@hotmail.com~~	[redacted]	[redacted]	[redacted]
Larry B. Robinson	521 S. Carolina Ave. Cocoa, FL 32922-6179 BIGROB349@hotmail.com	652-6392 cell	06/18 Reappointed 06/14 Reappointed 08/12 appointed to fill unexpired term of J. Thomas	2022
LIAISON	Councilman Goins	321-474-4923	Updated 12/18	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935			
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	19-284	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06_10_19 Houston Reappointment intent.pdf 06_20_19 Houston Consideration letter.pdf US 1 CRA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023.

BACKGROUND:

Ms. Laura Houston has served as a Regular member on the US 1 CRA since 2010, where she fulfilled a vacancy of an unexpired term. Her current term ends on June 30, 2019 and she has expressed her desire to serve another four-year term.

She currently meets all qualifications for serving on a City board. If reappointed, her new term would expire in June, 2023.

The US 1 CRA board currently has six members and one regular member vacancy.

Her intent for reappointment is attached, along with a current board roster.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Ms. Houston was originally appointed in 2010, where she fulfilled the vacancy of an unexpired term. She was then reappointed in 2011 and 2015.

RECOMMENDED MOTION:

Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023.

In response to inquiry by the Office of the City Clerk, I, Laura Houston

✓ seek reappointment

_____ do not seek reappointment

as a member of the U.S. 1 Corridor Redevelopment Agency for the City of Cocoa for a four-year term.

Sincerely,

Laura Houston

Additional Comments: _____

_____

_____

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

RECEIVED
JUN 07 2019
OFFICE OF THE CITY CLERK

voter reg.
115699342

COCOA
FLORIDA

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

June 20, 2019

Ms. Laura Houston
109 N. Fiske Blvd.
Cocoa, FL 32922

Re: Reappointment to the US 1 CRA

Dear Ms. Houston:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the US 1 CRA at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

U.S. 1 Corridor Redevelopment Agency Meets Quarterly On Fourth Monday of Month @ 6:15pm Expirations in June				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804 693-3820 (c)	06/18 Reappointed 6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2022
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	07/17 reappointed 06/11/13 Reappointed 12/11/12 appointed	2021
Laura J. Houston, *Vice Chairperson (elected 4/30/18)*	109 N. Fiske Blvd. Cocoa, FL 32922-7211 U197540@yahoo.com	208-1116 hm	07/15 appointed 08/11 reappointed 08/10 appointed to fulfil Selig's unexpired term	2019
Curt Chandler (replaced A. Miele-did not renew)	492 Jolly Roger Drive Satellite Beach, FL 32937 curt.BPMHP@gmail.com	321-750-9710 hm & cell	08/18 appointed	2022
Deva Thomas – filled unexpired term of Lawrence Koss	210 Forest Hill Drive, Cocoa, FL 32926	310-242-1224 (H)	06/18 Reappointed 03/18 Appointed	2022
VACANCY- ~~Crystal McQueen~~ Did not reapply	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	~~2018~~
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723 TomYardley@gmail.com	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Councilman Boisvert	321-403-9173	Updated 12/18	
Counsel: Joe Colombo				
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	19-287	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06_10_19 Gombert Board application.pdf 06_10_19 Castro Board application.pdf 06_10_19 Myron Board application.pdf 06_15_19 Rinaldi Board Application.pdf 06_20_19 Gombert Consideration letter.pdf 06_20_19 Castro Consideration letter.pdf 06_20_19 Myron Consideration letter.pdf 06_20_19 Rinaldi Consideration letter.pdf Sustainability Advisory Committee Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee.

BACKGROUND:

The City Council, at its Regular meeting held on December 12, 2017, approved Resolution No. 2017-137 which established the Sustainability Advisory Committee. The Resolution specifically states that the committee shall consist of “no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa.” Additionally, the Resolution states that “Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution.

Currently, there four (4) vacancies on this Committee. The following applicants have submitted applications for service on this board:

Resident:

Linda Gombert	Cocoa Resident	Owner of Tulinda's Garden

Non-Residents:

Cynthia Castro	Rockledge Resident	Provider Management
Jeffrey Myron	Cocoa Beach Resident	Florida Solar Energy Center/Software Engineer
Angelique Rinaldi	Unincorporated Cocoa	Legislative Assistant/Florida House of Representatives

Ms. Linda Gombert currently fulfills all of the qualifications to serve on this committee.

The additional three (3) applicants reside in a city other than the city of Cocoa or reside in unincorporated Cocoa, however, they are registered to vote in Brevard County. Per the City Code, Section 2-58(d), they do qualify to sit on the committee.

At this time, the (1) applicant selected would fulfill the 33% as allowed per the City Code below:

d. Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

If two applicants are appointed it would bring the Committee's total membership to eight members.

A current roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee.

Item 19-251

Carie Shealy 111767971 Active

From: noreply@civicplus.com
Sent: Sunday, May 19, 2019 6:32 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Linda
Last Name	Gombert
Application Date	5/19/2019
Address1	2323 Elon Drive
City	Cocoa
State	FL
Zip	32926
District	District 4
Home Phone Number	3216394017
Work Phone Number	3216394017
Cell Phone Number	3214469338
Other Phone Number	*Field not completed.*
Place of Business	Tulinda's Garden
Title/Position Held	Owner
Date of Birth*	12/28/1960

E-mail Address	gombert@bellsouth.net

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm a professional horticulturist specializing in "Florida friendly" landscape design, installation, maintenance and consultation. I have BS and MS degrees in horticulture, and have always been interested in doing things in ecologically sustainable ways. I moved to Brevard Co. because of its abundant natural beautify and I'd like to contribute to preserving it and hopefully reversing some of the damage that has occurred to our IRL

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Female
Disability	*Field not completed.*

Field not completed.

(Section Break)

Applicant Certification

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

Signature	Linda L Gombert
Date:	5/19/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Rockledge Item 19-287

Carie Shealy 12365496 3 Active

From: noreply@civicplus.com
Sent: Monday, June 03, 2019 11:43 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

CAUTION! This email originated from an outside source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "**Phish Alert**" button above.

Application for Board/Committee Membership

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

(Please Print)

First Name	Cynthia
Last Name	Castro
Application Date	6/3/2019
Address1	910 O'Hara Drive
City	Rockledge
State	FL
Zip	32955
District	District 2
Home Phone Number	7032206580
Work Phone Number	7032606407
Cell Phone Number	7032206580
Other Phone Number	*Field not completed.*

Place of Business	Provider Management
Title/Position Held	CEO
Date of Birth*	6/3/2019 9/10/1979
E-mail Address	cynthia@providermanagement.net

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Assist with Medical Services and network for community of Cocoa

(Section Break)

State Reporting Requirements

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

Race	Hispanic-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Cynthia M Castro
Date:	6/3/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Cocoa Beach
Item
19-287

Carie Shealy 100795970 Active

From: noreply@civicplus.com
Sent: Thursday, May 30, 2019 11:00 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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Application for Board/Committee Membership

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(Please Print)

First Name	Jeffrey
Last Name	Myron
Application Date	5/30/2019
Address1	6501 Ridgewood Ave
City	Cocoa Beach
State	FL
Zip	32932
District	District 2
Home Phone Number	321-784-6288
Work Phone Number	321-638-1420
Cell Phone Number	321-258-9695
Other Phone Number	*Field not completed.*

Place of Business	Florida Solar Energy Center - UCF
Title/Position Held	Software Engineer
Date of Birth*	10/4/1963
E-mail Address	jmyron@cfl.rr.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested and motivated to understand and address the sustainability challenges we face in Brevard. I am a research faculty member at the Florida Solar Energy Center and pursuing a master's degree in sustainability at USF.

(Section Break)

State Reporting Requirements

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

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

(Section Break)

Applicant Certification

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Signature	Jeffrey Myron
Date:	5/30/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Saturday, June 15, 2019 12:43 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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Application for Board/Committee Membership

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(Please Print)

First Name	Angelique
Last Name	Rinaldi
Application Date	6/15/2019
Address1	806 Switchgrass Island Road
City	Cocoa
State	Florida
Zip	32926
District	District 1
Home Phone Number	321-615-7397
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Florida House of Representatives

Title/Position Held	Legislative Assistant
Date of Birth*	7/10/1988
E-mail Address	angelique.rinaldi@myfloridahouse.gov

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

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Possesses 7 years of state-level legislative experience, working regularly with cities and municipalities to address a dynamic range of local issues. Interested in building upon that experience and specialize knowledge in topics and issues commonly taken up by chosen board(s).

(Section Break)

State Reporting Requirements

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

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

(Section Break)

Applicant Certification

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

Signature	Angelique Rinaldi
Date:	6/15/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

Email not displaying correctly? View it in your browser.

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

June 20, 2019

Ms. Linda Gombert
2323 Elon Drive
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Gombert:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy, MMC
City Clerk

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

June 20, 2019

Ms. Cynthia Castro
910 O'Hara Drive
Rockledge, FL 32955

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Castro:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

June 20, 2019

Mr. Jeffrey Myron
6501 Ridgewood Avenue
Cocoa Beach, FL 32932

Re: Appointment to the Sustainability Advisory Committee

Dear Mr. Myron:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

June 20, 2019

Ms. Angelique Rinaldi
806 Switchgrass Island Road
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Rinaldi:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Sustainability Advisory Committee (established by Resolution No. 2017-137) Meets on the First Thursday of the Month **Agency** **No Expiration**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	
Melissa Martin	5404 Brilliance Cir. Cocoa, FL 32926 Meilang76@gmail.com	321-439-6118	01/2019 Appointed	
~~Rafael Costas~~ **VACANCY**	~~1319 Tarton Way~~ ~~Cocoa, FL 32926~~ ~~rafycostasrc@gmail.com~~	~~321-746-2980~~ ~~hm~~ ~~321-746-2980~~ ~~cell~~	~~06/26/18~~ ~~appointed~~	
Gisele Nieman Committee member (1/3 of members outside of Cocoa)	4445 Seneca Avenue Cocoa, FL 32926 District 1 (unincorporated) Gnieman13@gmail.com	321-446-8920	02/27/18 appointed	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
~~Trina Gilliam~~ ~~Committee member~~ **VACANCY**	~~813 Temple Street~~ ~~Cocoa, FL 32922~~ ~~trinagilliam71@gmail.com~~	~~321-216-6345~~ ~~(hm)~~	~~04/24/18~~ ~~appointed~~	
~~Susan Hushla~~ ~~Committee member~~ **VACANCY** Resigned effective 5/1/19	~~115 N. Indian River Drive, Unit 231~~ ~~Cocoa, FL 32922~~ ~~Susan.hushla@gmail.com~~	~~985-503-0019~~ ~~(cell)~~	~~04/24/18~~ ~~appointed~~	
Robert Musser Vice Chairman	407 N. Indian River Drive Cocoa, FL 32922 RMusser@att.net	321-212-7678 (hm) 321-394-3256 (work) 727-686-9778 (cell)	04/24/18 appointed	
Josephine Shim Committee member (2/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
~~Paul Johnson~~ ~~Committee member~~ ~~(3/3 of members outside of~~	~~3010 Barkway Drive~~ ~~Cocoa, FL 32926~~	~~513-800-0084~~ ~~wk~~	~~08/14/18~~ ~~appointed~~	

~~Cocoa)~~ Resigned effective 2/7/19 **VACANCY**	~~prjrvp@gmail.com~~			
LIAISON	Councilwoman Koss	(321) 604-1879	Updated 12/18	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	19-301	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/17/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Consider the Reappointment of Mr. Jim Gifford as a member of the Code Enforcement Board, through June 30, 2022. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jim Gifford Updated Board Application.pdf 06_20_19 Gifford Consideration letter.pdf Code Enforcement Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 17, 2019
Agenda Date: June 26, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Reappointment of Mr. Jim Gifford as a member of the Code Enforcement Board through June 30, 2022.

BACKGROUND:

Mr. Gifford has served as a Council appointed member of the Code Enforcement Board since November, 1995. He was reappointed in 2016 and his current term expires June 30, 2019. He has expressed a willingness to serve for another three years.

Mr. Gifford meets all qualifications to serve on a City board. If reappointed, his term will be through June, 2022.

His updated application and a current Code Enforcement Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Reappointment of Mr. Jim Gifford as a member of the Code Enforcement Board through June 30, 2022.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Jim Gifford Application Date: June 14, 2019

Street Address, Including Zip Code: 2807 Tulane Dr Cocoa FL 32926

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

Telephones: Home: ____ Work: ____ Pager: ____ Cell: 321·427·4645

Place of Business: ____

Title/Position Held: ____

Date of Birth[2] Aug 11, 1945

Email Address: boatshoes45@gmail.com

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

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

ELIGIBILITY

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

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

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

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

MISCELLANEOUS INFORMATION

only Code Enforcement

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

First Appointed Nov 1995

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

In response to inquiry by the Office of the City Clerk, I, Jim Gifford

✓ seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for the City of Cocoa for a three-year term.

Sincerely,

Jim Gifford

Additional Comments: _____

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

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

June 20, 2019

Mr. Jim Gifford
2807 Tulane Drive
Cocoa, FL 32926

Re: Reappointment to the Code Enforcement Board

Dear Mr. Gifford:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Code Enforcement Board at the Regular City Council meeting being held on Wednesday, June 26, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June** **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	06/18 Reappointed 07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
~~Michael A. Cicerrella~~ **VACANCY**	~~2815 Tulane Drive, 32926-5756~~ ~~mcicerrella6@gmail.com~~	~~631-0042 (h)~~ ~~536-2734 (c)~~	~~06/18 Reappointed~~ ~~05/15 Reappointed~~ ~~04/12 Reappointed~~ ~~05/09 Reappointed~~ ~~05/06 Reappointed~~ ~~11/04 To Fill an Unexpired Term~~	~~2021~~
Edward Green (replaced M. Klug)	104 Riverside Drive Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
W. Scott Hannon ~~Stephanie Moretto~~ ***RESIGNED***	1113 Westview Drive Cocoa, FL 32922 Spacecoast32922@gmail.com	443-857-9797	Filled Stephanie Moretto's seat when she resigned (4/19) 08/18 Appointed	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
VACANCY 1st Alternate				No expiration
VACANCY 2nd Alternate ~~Michael Klug~~ ***RESIGNED***	~~2106 Ivy Dr.~~ ~~Cocoa, FL 32922~~ ~~Mjvegas123@aol.com~~	~~321-514-3533~~	~~01/2019 Appointed~~	No expiration
LIAISON	Councilman Boisvert	321-403-9173	Updated 12/18	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			

RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	19-152	**Version:**	1	**Name:**	Wal-Mart Stores East, LP Budget Transfer
Type:	Resolution			**Status:**	City Business
File created:	4/9/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fully Executed Economic Development Incentive Agreement DR 418 Form 2018 GC last pay app - signed NEW Budget Resolution FY 2019.pdf BAF 19-104 -CS-WMDC EDI (6-26-19) Agenda 19-152.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2019
Agenda Date: June 26, 2019
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016.

BACKGROUND:

On May 24, 2016, the City approved a performance-based economic development incentive agreement for $2,000,000 for Wal-Mart Stores East, LP (Wal-Mart Distribution Center), to be awarded in $500,000 increments upon completion of specific performance benchmarks/obligations. In addition to the $2,000,000 cash incentive, Walmart was approved for an Ad Valorem Tax Abatement (AVT) incentive approved by City Council (Ordinance 12-2016, May 24, 2016). The AVT program was initially approved by City of Cocoa voters in 1995 and has since been reauthorized (by the voters) for additional ten-year periods, with the most recent reauthorization occurring during the November 2014 elections for years 2015 through 2025.

On June 30, 2016, an Economic Development Incentive Agreement was executed in which Wal-Mart Stores East, LP agreed to purchase approximately 132 acres of land in the City to develop a 460,000 square foot refrigerated warehouse and distribution center, which would result in the creation of 239 jobs at an average annual wage of $42,421 and generate approximately $96.2 million in new private capital investment ($84.2 million in building construction and $12 million in machinery and equipment), excluding land costs.

Walmart ultimately purchased the entire 270± acre parcel with the intent of developing its regional distribution center and the remainder of the land either being developed for its own purposes or soliciting similar development and or complementary uses consistent with the Development Order approved by City Council on March 14, 2017. Additionally, the Development Order provides for the donation of a one-acre parcel to the City for municipal purposes.

Walmart initially sought a 10-year 100% ad valorem tax abatement incentive, of which the City countered with an 80% ad valorem tax abatement for years 1-5 and years 6-9 graduating down 10% each year to 40% in year 9. Additionally, under both proposals, Walmart would have qualified for the City's Economic Development Incentive Fund (EDI) at the maximum incentive level of $100,000 based on the number of qualified jobs created.

The total traditional incentive package with an EDI grant, subject to the final taxable value, would have ranged between $2,774,586 and $2,920,288 million. The City subsequently proposed a hybrid AVT-Cash Incentive package.

The hybrid AVT-Cash incentive package enabled the City to achieve two purposes: (1) offer a catalytic (and extremely competitive) economic development incentive, and (2) promote the City's long-term fiscal health. The AVT was approved for 40% ad valorem tax abatement for 5 years and a $2,000,000 cash incentive. The hybrid AVT-Cash incentive package, subject to final taxable values, equals between $2,862,770 and $2,920,288 and there is no additional EDI incentive based on the number of qualified jobs created.

Conservatively, based on stable taxable values over the incentive and return on investment period, the breakeven point under the approved hybrid AVT-Cash Incentive Package is either 8.5 year or 8.66 years; whereas, traditional AVT incentive package is 12.66 years. Thus, under the traditional incentive package the City would breakeven at approximately 12.66 years. During the same 12.66-year period, the return on investment (ROI) is $1.61 to $1.67 for every dollar invested and foregone through tax abatement. Staff believes that that the true breakeven point will be sooner with the appreciation of property values and the ROI will be greater as well. Additionally, non-ad valorem assessments or fees (fire assessment and stormwater utility) are excluded from the incentive package.

The Economic Development Commission of Florida's Space Coast performed an Economic Impact Analysis which indicated that for every employment created by Walmart approximately 0.51 additional jobs will be developed to support the operation of the facility.

City's Economic Development Incentive Agreement

The terms and conditions of the Economic Development Incentive Agreement (on Page 3, Section 3) stipulate that prior to the $2,000,000 cash incentive award, Walmart must successfully complete the following performance benchmarks and provide a written accounting of eligible costs.

Performance Benchmarks:

- Building permit issuance within nine (9) months of the Effective Date
- Completion of site improvements within six (6) months of the City's issuance of a building permit for the Warehouse.
- Certificate of occupancy (C.O.) issuance within eight (8) months after completion of the Site Improvements
- Business and distribution operations begin.

Although the cash incentive was to be paid in four installments, Walmart felt it was more efficient to make a single request at the end of the project rather than in four increments. Additionally, Wal-Mart Stores East, LP chose to wait until the project was complete to obtain all invoices and have the settlements in their systems before requesting disbursement of the cash incentive.

Staff reviewed Walmart's certified AIA pay application from its general contractor and has determined Walmart has met the above performance benchmarks. The City's building permit was issued on July 21, 2017, the site improvements were completed on July 24, 2018, the final Certificate of Occupancy was issued on August 30, 2018, and business and distribution operations began on September 5, 2018. Items submitted as a written accounting of eligible costs are as follows:

- Project Costs Confirmation Letter
- DR 418 Form 2018
- General Contractors Last Pay Application

Staff has verified that Wal-Mart Stores East, LP has satisfied the terms and conditions outlined in the Economic Development Incentive Agreement and recommends proceeding with disbursement of the $2 million cash incentive which requires a budget amendment transferring funds from the Assigned Fund Balance to Aids to Private Organization/Economic Development Incentive (001-3205-555.82-01).

The project, as a condition of the ordinance granting an Ad Valorem Tax Abatement, calls for the creation of 239 jobs with an average annual salary of at least $42,421 by December 31, 2020. While this provision is largely related and a performance measure for the AVT, Walmart has provided staff an update as to current employment and wage measures. As of December 31, 2018, Walmart Regional Distribution Center has employed a total of 155 employees, of which 36 are salaried and 119 are hourly. The average annualized wages for salaried employees are $62,563 and $35,155 for hourly employees. The average annualized salary for all employees is $41,521. Walmart has until December 31, 2020 to hire 84 additional employees to meet its goal of 239 total jobs created.

STRATEGIC PLAN CONNECTION:

Wal-Mart Stores East, LP has a direct connection to the Economic Development strategic issue in that it will increase the City's economic position within the Space Coast and allow the City a competitive edge in attracting other like projects that will facilitate additional private capital investment, business, and jobs in Cocoa.

powered by Legistar™

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Budget Amendment # 19-104

Amount Requested	$2,000,000
Account Number	001-3205-559.82-01
Account Name	Aid to Private Organization/Economic Development Incentive

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
_X__ Transfer Acct #: 001-0000-389.99-50

PREVIOUS ACTION:

On May 24, 2016, City Council approved an economic cash incentive for $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks and authorized the City Manager to execute an Economic Development Incentive Agreement.

On May 24, 2016, City Council approved Ordinance 12-2016 granting the project an Ad Valorem Tax Abatement of 40% for 5 years.

On March 14, 2017, City Council approved an amended and restated Development Order that was formerly known as the Brevard Crossings Regional Activity Center.

RECOMMENDED MOTION:

Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016.

ECONOMIC DEVLOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this 30th day of June, 2016, ("**Effective Date**") by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, located at 65 Stone Street, Cocoa, Florida 32922 ("**City**"), and **WAL-MART STORES EAST, LP,** a foreign limited partnership authorized to do business in the State of Florida, located at 702 SW 8th Street, Bentonville, Arkansas, 72716 ("**Walmart**").

RECITALS:

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municipality may expend public funds to attract and retain business enterprises and that the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution, which would include the power to provide economic incentives to businesses to locate and expand within the City of Cocoa; and

WHEREAS, the City Council has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, Walmart is seeking incentives to purchase approximately 132 acres of land in the City of Cocoa to develop a 460,000 square foot refrigerated warehouse and distribution center which would result in 239 jobs at $42,421 average annual wage and which would generate approximately $96,200,000 in capital ($84,200,000 in building construction and $12,000,000 in machinery and equipment); and

WHEREAS, the City desires to provide Walmart with certain economic incentives in furtherance of the municipal purpose of enhancing and expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, Walmart acknowledges that the covenants and obligations being undertaken by Walmart pursuant to this Agreement constitute the material inducement to the City to provide the economic incentives to encourage Walmart to expand its warehouse and distribution center operations into the City of Cocoa, without which the City would not have agreed to enter into this Agreement or agreed to provide the economic incentives to Walmart to assist in its expansion in the City of Cocoa; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Walmart ultimately serve their intended municipal purpose; and

WHEREAS, the City has established performance benchmarks for Walmart and other terms and conditions stated herein whereby Walmart, by satisfying these performance benchmarks and complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, by separate action independent of this Agreement, the City Council also approved Ordinance No. 12-2016 on May 24, 2016, granting Walmart an ad valorem tax exemption for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City's ad valorem taxes for years 1 through 5 in the amount of approximately $920,000.00; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1. **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference as a material part of this Agreement.

2. **Commitments by Walmart**. Walmart hereby represents and warrants to the City that it agrees to the following binding commitments:

(a) *New Construction of Facilities; Capital Investment.* Walmart agrees to construct a new refrigerated warehouse and distribution center within the jurisdictional boundaries of the City of Cocoa, subject to applicable local, state, and federal permitting required by law ("Warehouse"). In furtherance of such new business, Walmart agrees to make a fixed capital investment of not less than $96,200,000 in new construction of the Warehouse and in the purchase of tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Walmart agrees to continuously maintain and operate its new Warehouse within the jurisdictional boundaries of the City of Cocoa for a minimum time period equal to, and through, the entire term of this Agreement.

(c) *Employees.* Walmart agrees that it shall employ at least 239 persons within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $42,421.00.

(d) *New Business.* Walmart agrees that, for purposes of receiving the economic incentives provided to Walmart by this Agreement, Walmart currently meets the

definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Walmart agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Economic Development Cash Incentive.** Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development cash incentive to Walmart in the total amount of Two-Million Dollars ($2,000,000.00) to be disbursed in four (4) equal payments of Five-Hundred Thousand Dollars ($500,000.00) ("**Cash Incentive**"). The Cash Incentive shall be non-transferable and is conditioned upon Walmart satisfying certain performance benchmarks **("Performance Benchmarks")** as described and set forth in the following schedule ("**Schedule**"):

Performance Benchmarks	**Disbursement Amount**
The first Cash Incentive disbursement shall be made within thirty (30) days of the City verifying the building permit was issued for the Warehouse. Walmart shall apply for a building permit for the Warehouse within nine (9) months of the Effective Date.	$500,000.00
The second Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that Walmart has completed the Warehouse site improvements, which improvements shall include all clearing, grading, and installation of water, sewer, and storm water utilities ("**Site Improvements**"). The Site Improvements shall be completed within six (6) months of the City's issuance of a building permit for the Warehouse.	$500,000.00
The third Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that the certificate of occupancy was issued for the Warehouse. Walmart shall complete the construction necessary to obtain issuance of the certificate of occupancy within eight (8) months after completion of the Site Improvements.	$500,000.00
The fourth and final Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that Walmart has commenced business and distribution operations at the Warehouse. Business and distribution operations shall commence within six (6) months of the City's issuance of a	$500,000.00

Certificate of Occupancy for the Warehouse.	

The parties acknowledge that the economic development incentive cash incentive to Walmart shall be subject to the following additional requirements:

a. **Use of Cash Incentive Funds by Walmart.** The Cash Incentive funds shall be used only for actual costs to be incurred by Walmart to design, permit and complete construction of the Warehouse (**"Eligible Costs"**). Such funds shall not be used for any other purpose by Walmart.

b. **Verification of Performance Benchmarks and Eligible Costs.** Before any disbursement of the Cash Incentive is made by the City for Eligible Costs, Walmart shall provide the City's Community Services Department a complete written accounting of the Eligible Costs incurred by Walmart to meet the applicable Performance Benchmark and the basis on which Walmart believes said Performance Benchmark has been satisfied by Walmart. The accounting shall include copies of all applicable receipts, invoices, payment documentation, and completion certificates related to the Eligible Costs incurred by Walmart and the Performance Benchmark. Within ten (10) City working days of receipt of a complete accounting from Walmart, the Community Services Department will evaluate the written accounting and determine whether Walmart has fully satisfied the applicable Performance Benchmark and the Eligible Cost requirement as required by this Agreement. If the Community Services Department verifies that the Performance Benchmark has been satisfied and that the Eligible Costs incurred by Walmart are in compliance with Section 3(a) of this Agreement, the City will promptly provide written notice to Walmart that verification has been determined and payment of the applicable Cash Incentive will be made within thirty (30) days of said notice. In the event the Community Services Department cannot make such verification, based on the accounting provided by Walmart, the City will provide written notice to Walmart of such determination and Walmart will be allowed additional time to verify the Performance Benchmark has been satisfied and/or Eligible Costs are in compliance with Section 3(a) of this Agreement.

c. **Schedule.** It is the intent of the parties that Walmart will substantially commence construction of the Warehouse in the calendar year 2017. At the written request of Walmart, the City, in its sole discretion, may grant reasonable extensions of the time set forth in the Schedule herein.

4. **City's Right to Refund of Cash Incentive Funds.** The City shall have the right demand an immediate refund of any Cash Incentive funds paid by the City pursuant to the this Agreement if the City terminates this Agreement for cause in accordance with Section 10(b) of this Agreement .

5. **Annual Reports.** Walmart shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "new business" as set forth in section 196.012(14), Florida Statutes, until Walmart meets all of its obligations under this Agreement. The annual report shall be provided to the City no later than January 31 of each year. Walmart

shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Walmart is complying with the terms and conditions of this Agreement.

6. **Supplemental Incentives; Appropriations.** The Cash Incentive funds shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds except as specifically authorized herein. Any and all such appropriations are made at the sole discretion of the City Council.

7. **Compliance with Laws.** Walmart shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

8. **Work is a Private Undertaking.** With regard to Walmart's business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Walmart is such that the Walmart is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Walmart and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Walmart shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Walmart, its contractors, partners, employees, or agents, under this Agreement.

9. **Compliance Monitoring.** Walmart agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Walmart's implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

10. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto. Unless this Agreement is terminated sooner by Walmart or the City pursuant to this Section, this Agreement shall remain binding and in effect until such time that Walmart has completed all of its obligations under this Agreement to the complete satisfaction of the City and Walmart has received its last annual ad valorem tax exemption pursuant to City Ordinance No. 12-2016. Upon such occurrence, this Agreement shall be deemed terminated and the parties will no longer have any rights, obligations or responsibilities under this Agreement.

(b) *Termination by City.* The City shall have the right to terminate this Agreement for cause including, but not limited to, on the basis of the following reasons: (1) Walmart has defaulted upon any material term or condition of this Agreement especially, without limitation, the commitments made by Walmart which are set forth in Section 2 of this Agreement; (2) after the certificate of occupancy has been issued by the City for the Warehouse, Walmart intentionally ceases operations of the Warehouse during the Term of this Agreement; (3) Walmart is declared bankrupt or insolvent; (4) Walmart adopts a plan or resolution of

liquidation of Walmart or sells substantially all of its assets; (5) Walmart engages in fraud or misleading annual reporting under Section 5 of this Agreement against the City; (6) Walmart engages in fraud or misleading accounting under the verification procedure set forth in Section 3(b) of this Agreement against the City; (7) any of Walmart's representations and warranties set forth in this Agreement are materially untrue at any time during the Term; (8) if a receiver or trustee is appointed on behalf of Walmart for purposes of taking control of the Warehouse or substantially all of Walmart's assets within the City of Cocoa; (9) the Warehouse or said assets are judicially seized for any reason, and possession of the Warehouse or said assets are not released to Walmart within ninety (90) days; or (10) Walmart engages in any criminal activities related to securing the approval of this Agreement from the City or related to Walmart's performance of the terms and conditions set forth in this Agreement.

(c) *Termination by Walmart.* Walmart may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3 herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party at least 15 days from receipt of the notice to cure the alleged breach. The terminating party may, in its sole discretion, provide the nonterminating party with greater than 15 days to cure the alleged breach. If the alleged breach is not cured within said time period, the terminating party may declare that this Agreement is terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Walmart's breach of this Agreement, the City shall have the right to terminate this Agreement and to revoke the economic development incentives and to demand and be paid an immediate refund, in full, of the Cash Incentive funds provided to Walmart pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Walmart in writing regarding the total sum due and owing to the City upon termination of this Agreement (**"Refund Notice"**). Walmart shall reimburse the City within 30 days from Walmart's receipt of the Refund Notice. Should Walmart fail to reimburse the City within 30 days of receipt of the Refund Notice, the City shall be entitled to recover the refund due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said refund through all appellate proceedings. Moreover, the City shall have the right to recover the Cash Incentive funds through any and all available legal means, including, but not limited to, bringing an action in a state or federal court.

11. **Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

12. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that

venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

13. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

14. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

15. **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. **Waiver.** No failure to insist on the prompt performance by Walmart of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Walmart's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

17. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:

John A. Titkanich, AICP
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

To WALMART:

Wal-Mart Stores East, LP
Attn: GENERAL COUNSEL
702 SW 8th Street
Bentonville, AR 72716

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

18. **Indemnification and Hold Harmless**. Walmart shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Walmart, its agents, servants, officers, officials, employees, or subcontractors.

Walmart acknowledges the broad nature of the indemnification provided in this Section and further acknowledges that the City would not have entered into this Agreement without the inclusion of this indemnification and voluntarily makes this covenant and expressly acknowledges receipt of good and valuable consideration provided by the City in support of this indemnification clause. Notwithstanding, this indemnification clause shall not be interpreted as obligating Walmart to indemnify the City for events arising solely from the acts or omissions of the City and its officials, employees and agents.

19. **Assignment.** This Agreement and any economic incentives or Cash Incentive provided hereunder shall not be assigned or transferred by Walmart without the prior written consent of the City Council of Cocoa at its sole discretion at a duly held public meeting.

20. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

21. **Conflict of Interest.** Walmart represents and warrants, and this Agreement is being made by the City in reliance thereon, that Walmart and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

22. **Representations of Walmart.** Walmart represents to the City that (i) Walmart is duly authorized to conduct business in Florida; (ii) Walmart has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Walmart's best knowledge, Walmart's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Walmart's best knowledge, Walmart's performance under this Agreement shall not result in the creation of any claim against the City for money or

performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Walmart shall have sufficient capital to perform its obligations under this Agreement; and (vi) Walmart does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

23. **Walmart's Continuing Disclosure Requirement.** Walmart must promptly notify the City of any developments that materially and adversely impact this Agreement and Walmart's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

24. **No Delegation of Police Power; Governmental Authority.** Walmart shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Walmart. The parties also specifically acknowledge and agree that this Agreement shall not limit or restrict the City's discretion in the exercise of its legislative, quasi-judicial, executive, governmental or police powers regarding the contents of any permit applications filed by Walmart with the City, and that the City does not guarantee any particular result for Walmart in connection with its applications for permits. The parties also acknowledge that all governmental actions to be taken by the City and its City Council, officials, employees, and boards shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the City as to any particular recommendation or approval. Further, nothing in this Agreement shall be construed to waive or limit the City's governmental authority as a municipality to regulate Walmart or its operations.

25. **Time.** Time is of the essence of this Agreement and every term and provision of this Agreement.

26. **Cash Incentive Pledge; Taxing Power of the City.** The Cash Incentive payment required by Section 3 of this Agreement is being pledged by the City solely from the City's current assigned fund balance for economic development catalyst projects. During the term of this Agreement, Two Million Dollars ($2,000,000.00) will be reserved by the City for purposes of paying Walmart the Cash Incentive payment pursuant to and conditioned upon the terms and conditions of this Agreement (**"Pledged Fund"**). This Agreement shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be considered an economic incentive payable solely from the Pledged Fund in the manner and to the extent provided by this Agreement. Neither the full faith and credit of the City or any agency thereof is pledged to the payment of the Cash Incentive or any other economic incentive required by the City under the terms and conditions of this Agreement. No person or entity, including but not limited to, Walmart shall ever have the right to compel the exercise of any ad valorem taxing power by the City or agency thereof to pay the Cash Incentive or any other economic incentive offered by the City, or be entitled to payment of such Cash Incentive or any other such economic incentive from any money of the City or agency thereof except from the Pledged Fund in a manner and to the extent required by this Agreement. The Cash Incentive payment obligation or any other economic

incentive offered by the City under this Agreement shall not constitute a lien upon any property or facility of the City.

27. **Limitations on Liability.** Unless otherwise expressly provided in this Agreement, the following limitations on liability shall apply in addition to any other limitations expressly stated herein:

(a) In no event shall Walmart be entitled to pursue an action for damages against the City for sums in excess of the amount of the Cash Incentive. The City's monetary liabilities shall in all instances be limited to the unpaid portion of the Cash Incentive hereunder.

(b) Except as expressly set forth herein, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

(c) NO PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY RIGHTS GRANTED HEREUNDER.

28. **Survival.** The obligations arising under Sections 4, 18 and 27 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses, costs, damages, fines and penalties of every kind and character or incurred or suffered by either party based upon events arising prior to the date of expiration or termination of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

ATTEST:
Carie Shealy, City Clerk

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 5/24/2016

WAL-MART STORES EAST, LP,
a foreign limited partnership.

Name: LB Johnson
Title: VP of Real Estate

Date: June 30, 2016

STATE OF Arkansas)
COUNTY OF Benton)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L.B. Johnson, VP of Real Estate of **WAL-MART STORES EAST, LP,** a foreign limited partnership, who is [X] personally known to me or [ ] has produced – as identification.

JESSENIA CASTILLO
Notary Public-Arkansas
Benton County
My Commission Expires 07-09-2023
Commission # 12394586

Notary Public - State of Arkansas
Jessenia Castillo
Printed Name
My Commission Expires: 7/9/23

Print Form

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1	Business name Wal-Mart Stores, Inc. & Subsidiary Wal-Mart.com	Mailing address 702 SW 8th Street, Mail Stop 0555	
2	Please give name and telephone number of owner or person in charge of this business.	Bentonville, AR 72716-0555	
	Name Joe Angelastro, GM: (321) 504-0120 Ext 6001	Telephone number 4797211877	
3	Exact Location (Legal Description and Street Address) of Property for which this return is filed	4 Date you began, or will begin, business at this facility	09/09/2018
5	Description of the improvements to real property for which this exemption is requested Construction of 1 new building	Date of commencement of construction of improvements	Q4 2018

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY
All Classes		2018	$ 15,446,622	good	$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$

Average value of inventory on hand: $ 11,612,621

*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a (●) new business or ( ) expansion of an existing business

8 Describe type or nature of your business

Distribution facility

9 Trade levels (check as many as apply)

☑ Retail ☑ Wholesale ☐ Manufacturing ☐ Professional
☐ Service ☐ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida

If an expansion of an existing business: Net increase in employment 150 — 100 % — Increase in productive output resulting from this expansion — N/A %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only NA — divided by — Total sales everywhere from this facility-one (1) location only NA — = NA %

12 For office space owned and used by a corporation newly domiciled in Florida — Date of incorporation in Florida N/A — Number of full-time employees at this location N/A

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date 2/28/2019	Signature, preparer
Signature, taxpayer Anita Haight	Preparer's address
Title Director - Tax	Preparer's telephone number

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	$
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted Improvements to real property $ Personal property $	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a (●) new business ( ) expansion of an existing business ( ) neither	
VI	Last year for which exemption may be applied	

Application to be filed not later than March 1

Date

Signature, Property Appraiser

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions . Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a colocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption .—

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes

(15) “New business” means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) “Expansion of an existing business” means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site colocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site colocated with a commercial or industrial operation owned by the same business.

Section 196.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term “sales” means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer’s business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer’s business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer’s agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an “includable corporation” under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

Vendor Details

Name:	THE PIKE COMPANY INC
Contact Name:	Kristin Lozo
Vendor #:	1000174970

Owner Details

Name:	Wal-Mart US
Address:	2001 SE 10th Street, Bentonville, AR, 72716-5570
Contract Administrator:	Christopher Hyatt
Project Manager:	

Project Details

Project:	8851-500 (Cocoa, Florida)
SAP Project:	USDC-000124
Purchase Order #:	34297019
Architect:	
Engineer:	
PO Type:	Construction - Realty and DC

Pay Application Details

Application #:	885117
Application Date:	12/21/2018
Billing Period From:	10/4/2018
Billing Period To:	12/20/2018
Vendor Reference #:	
Version:	1

Retainage: 0 % "Retainage is set to 0, please verify this is correct."

Billing Summary

Total Original PO	$ 126,341,540.21
Total Approved Changes	$(2,566,201.95)
Total Revised PO	$ 123,775,338.26
Total Amount Complete	$ 123,775,338.26
Total Retainage: 0%	$ 0.00
Total Amount Complete less Total Retainage	$ 123,775,338.26
Less Total Amount Previously Paid	$ 122,537,584.90
Total Payment Due	$ 1,237,753.36

Change Order Summary

	Additions	Deductions
Totals From Previous Pay Applications	$ 6,934,618.12	$(9,500,820.07)
Totals this Pay App (Hide All)	$ 0.00	$ 0.00
CO#58 - Racking Fire Protection Changes	$ 0.00	$ 0.00
CO#69 - Pond Slopes	$ 0.00	$ 0.00
Net Changes by Change Orders	$ 6,934,618.12	$(9,500,820.07)

Work Breakdown Structure

Item	Description	Original PO	Approved Changes	Revised PO	% Complete	Amt Complete	Previously Paid	Amt Requesting	Total Retainage	Payment Due	Accounting
USDC-000124-01010	Division 0 & 1 - General Requirements	$ 12,909,646.01	$(3,399,325.28)	$ 9,510,320.73	100 %	$ 9,510,320.73	$ 9,415,217.52	$ 95,103.21	$ 0.00	$ 95,103.21	$ 0.00
USDC-000124-02200	Division 2 - Onsite Work	$ 19,581,878.01	$(1,298,001.58)	$ 18,283,876.43	100 %	$ 18,283,876.43	$ 18,101,037.67	$ 182,838.76	$ 0.00	$ 182,838.76	$ 0.00
USDC-000124-02850	Division 2A - Offsite Work	$ 1,599,123.01	$(381,382.99)	$ 1,217,740.02	100 %	$ 1,217,740.02	$ 1,205,562.62	$ 12,177.40	$ 0.00	$ 12,177.40	$ 0.00
USDC-000124-00220	Division 2B - Land/Site Development - Earthwork	$ 23,618,869.01	$ 1,214,040.67	$ 24,832,909.68	100 %	$ 24,832,909.68	$ 24,584,580.58	$ 248,329.10	$ 0.00	$ 248,329.10	$ 0.00
USDC-000124-02990	Division 2C - Demolition	$ 0.01	$ 0.00	$ 0.01	100 %	$ 0.01	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00
USDC-000124-03010	Division 3 - Cast-in-Place Concrete	$ 10,365,532.01	$(1,129,426.63)	$ 9,236,105.38	100 %	$ 9,236,105.38	$ 9,143,744.33	$ 92,361.05	$ 0.00	$ 92,361.05	$ 0.00
USDC-000124-04010	Division 4 - Masonry	$ 312,426.01	$ 7,856.38	$ 320,282.39	100 %	$ 320,282.39	$ 317,079.57	$ 3,202.82	$ 0.00	$ 3,202.82	$ 0.00
USDC-000124-05010	Division 5 - Metals	$ 12,393,610.01	$(562,633.84)	$ 11,830,976.17	100 %	$ 11,830,976.17	$ 11,712,666.41	$ 118,309.76	$ 0.00	$ 118,309.76	$ 0.00
USDC-000124-06010	Division 6 - Wood and Plastics	$ 39,346.01	$ 5,546.00	$ 44,892.01	100 %	$ 44,892.01	$ 44,443.09	$ 448.92	$ 0.00	$ 448.92	$ 0.00
USDC-000124-07010	Division 7 - Thermal and Moisture Protection	$ 9,102,910.01	$ 28,454.02	$ 9,131,364.03	100 %	$ 9,131,364.03	$ 9,040,050.39	$ 91,313.64	$ 0.00	$ 91,313.64	$ 0.00
USDC-000124-08010	Division 8 - Doors and Windows	$ 1,376,241.01	$ 245,283.31	$ 1,621,524.32	100 %	$ 1,621,524.32	$ 1,605,309.08	$ 16,215.24	$ 0.00	$ 16,215.24	$ 0.00
USDC-000124-09010	Division 9 - Finishes	$ 1,259,989.01	$ 106,843.20	$ 1,366,832.21	100 %	$ 1,366,832.21	$ 1,353,163.89	$ 13,668.32	$ 0.00	$ 13,668.32	$ 0.00
USDC-000124-10010	Division 10 - Specialties	$ 120,500.01	$ 239.40	$ 120,739.41	100 %	$ 120,739.41	$ 119,532.02	$ 1,207.39	$ 0.00	$ 1,207.39	$ 0.00
USDC-000124-11010	Division 11 - Equipment	$ 1,725,754.01	$ 101,317.25	$ 1,827,071.26	100 %	$ 1,827,071.26	$ 1,808,800.55	$ 18,270.71	$ 0.00	$ 18,270.71	$ 0.00
USDC-000124-13010	Division 13 - Special Construction	$ 4,339,080.01	$ 1,214,570.24	$ 5,553,650.25	100 %	$ 5,553,650.25	$ 5,498,113.75	$ 55,536.50	$ 0.00	$ 55,536.50	$ 0.00
		$ 126,341,540.21	$(2,566,201.95)	$ 123,775,338.26		$ 123,775,338.26	$ 122,537,584.90	$ 1,237,753.36	$ 0.00	$ 1,237,753.36	$ 0.00

Item	Description	Original PO	Approved Changes	Revised PO	% Complete	Amt Complete	Previously Paid	Amt Requesting	Total Retainage	Payment Due	Accounting
USDC-000124-11999	Division 13A - EMS	$ 0.01	$ 0.00	$ 0.01	100 %	$ 0.01	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00
USDC-000124-14410	Division 14 - Conveyor Sys	$ 0.01	$ 0.00	$ 0.01	100 %	$ 0.01	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00
USDC-000124-14010	Division 15 - Mechanical	$ 1,716,307.01	$ 316,964.18	$ 2,033,271.19	100 %	$ 2,033,271.19	$ 2,012,938.48	$ 20,332.71	$ 0.00	$ 20,332.71	$ 0.00
USDC-000124-14555	Division 15A - HVAC	$ 1,298,072.01	$ 380,594.45	$ 1,678,666.46	100 %	$ 1,678,666.46	$ 1,661,879.80	$ 16,786.66	$ 0.00	$ 16,786.66	$ 0.00
USDC-000124-15099	Division 15B - Refrigeration	$ 16,530,407.01	$ 196,545.49	$ 16,726,952.50	100 %	$ 16,726,952.50	$ 16,559,682.97	$ 167,269.53	$ 0.00	$ 167,269.53	$ 0.00
USDC-000124-16010	Division 16 - Electrical	$ 8,051,850.01	$ 386,313.78	$ 8,438,163.79	100 %	$ 8,438,163.79	$ 8,353,782.15	$ 84,381.64	$ 0.00	$ 84,381.64	$ 0.00
		$ 126,341,540.21	$(2,566,201.95)	$ 123,775,338.26		$ 123,775,338.26	$ 122,537,584.90	$ 1,237,753.36	$ 0.00	$ 1,237,753.36	$ 0.00

Release Retainage: $ 1,237,753.36

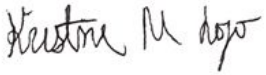
Attachments

No files have been attached.

Legal

I hereby certify that the work performed and the materials stored on the site represents the actual value under the terms of the Contract (including all authorized Change Orders there to) between the undersigned and Wal-Mart Stores, Inc., relating to the above referenced project. I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from Wal-Mart Stores, Inc., to (1) all my subcontractors and sub-subcontractors, and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to performance of this Contract. Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the performance above described except for claim or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

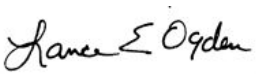
Signatures



Kristin Lozo | THE PIKE COMPANY INC | 12/21/2018 8:30 AM CST



UiPath RealEstateB | Wal-Mart Stores Inc. | 12/24/2018 8:05 PM CST



Lance Ogden | Wal-Mart Stores Inc. | 12/27/2018 7:36 PM CST



Matthew Pool | Wal-Mart Stores Inc. | 1/2/2019 7:28 AM CST

RESOLUTION NO. 2019-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of June, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-104

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3205 | DATE PREPARED: 05/29/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,000,000	001-0000-389.99-50		Fund Balance-Approp. Reserves	$ 8,321,414	$ 9,104,069	$ 11,104,069	$ 11,104,069
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,000,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,000,000	001-3205-559.82- 01		Aid to Private Organization/EconDev Inc.	$ 0	$ 6,000	$ 2,006,000	$ 2,000,000
$ 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
$ 2,000,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On May 24, 2016, City Council granted Wal-Mart Distribution Center a $2 million Economic Development Incentive (EDI) pursuant to meeting the terms and conditions in Page 3, Section 3 of the EDI Agreement. Section 3 of the EDI Agreement stipulates that Wal-Mart must meet a set of performance benchmarks and provide a written accounting of eligible costs. Wal-Mart has meet these performance benchmarks and has provided a written accounting of eligible costs. This budget transfer is necessary to move funds reserved for the Wal-Mart Distribution Center EDI from the Fund Balance Account (001-0000-389.99-50) to the Aid to Private Organization/Economic Development Incentive Account(001-3205-559.82-01). This will go to Council for approval on June 26, 2019. Agenda 19-152

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/26/19 *RESOLUTION #:* 2019-060

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

5/29/19	Samia Singleton Digitally signed by Samia Singleton Date: 2019.05.29 11:34:07 -04'00'	6/20/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.06.20 08:31:08 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/29/19	Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2019.05.29 13:12:07 -04'00'	6/20/19	Lora Howell Digitally signed by Lora Howell Date: 2019.06.20 08:47:04 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-230	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	5/8/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approval of Ordinance No. 09-2019/First reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Pension, Retirement				
Code sections:					
Attachments:	Ordinance No. 09-2019 Cocoa Firefighters Pension Ordinance (First Reading)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2019
Agenda Date: June 26, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of Ordinance No. 9-2019/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

BACKGROUND:

The City of Cocoa has an established Firefighters' Retirement Plan in accordance with Chapter 175, Florida Statutes for the benefit of the City's Firefighters. In accordance with Florida Statute Section 175.061, the City is required to have a Board of Trustees as a part of the City's Firefighters' Pension Plan whom has the responsibility to administer the trust fund. There are specific statutory requirements that govern the eligibility of the Board Trustees and the terms such trustee may serve. The statute states the terms of office for the Board of Trustees shall be for a period of two (2) years, unless a municipal ordinance is in place to extend the terms from two (2) years to four (4) years. The length of the terms of office shall be the same for all board members.

City Staff was approached by the Police Pension Plan for a request to modify the terms of their

trustees from two (2) to four (4) year terms, which in turn, staff inquired with the Fire Pension Plan Administrator to see if there was similar interest to increase the years of board terms. The Board discussed this at the May 17, 2019 Pension Board Meeting and there was a decision to propose the ordinance change. Additionally, the Board requested an additional change to be brought to Council which would allow the Board to invest up to twenty-five percent (25%) of plan assets in foreign securities. This request is also within Chapter 175, Florida Statutes, allowance. The Police Pension Plan was reviewed as a comparison and that plan already allows up to the statutory limit of twenty-five percent in foreign securities.

A draft ordinance was provided by the Plan's pension attorney Mark Floyd, Mierzwa & Floyd, P.A., which was reviewed by the City's pension attorney Jim Linn of Lewis, Longman, & Walker. By increasing the term limits to four years, this will in turn have better educated trustees to make better fiduciary decisions for the plan members and the plan sponsor. Further, the Plan's actuary has informed the City there is not a budgetary impact for both of these changes. After the first reading the actuary will provide a no impact statement to accompany the second reading.

The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-281, Board Designated as Administrator, Composition

The sole and exclusive administration and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in the board which shall be designated as the plan administrator for the system. The board shall consist of five (5) persons as follows:

(1) Two (2) legal residents of the city who shall be appointed by the city council to serve for a period of ~~two~~ ~~(2)~~ four (4) years unless sooner replaced by the city council. The city council may appoint the city manager to serve as one (1) of the two (2) legal residents of the city and such appointment shall constitute ex officio duties on the city manager. An appointed board member may succeed himself or herself;

(2) Two (2) employee members, each to be elected by the actively employed members for a ~~two~~ four (4)-year term in a manner to be determined by the board; and

(3) A fifth member, elected by the other four (4) members of the board, to be appointed by the city council as a ministerial duty for a ~~two~~ ~~(2)~~ four (4) year term. Such fifth member shall be allowed to succeed himself or herself in office if reelected.

2. Section 2-308, Investment Powers of the Board

The board shall have the following investment powers and authority:

(b) The board may:

(ii) Invest and reinvest the assets of the fund in:

(5) The board may invest up to ~~ten~~ twenty-five percent (~~10~~25%) of plan assets in foreign securities.

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

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

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

6. Effective Date.
The Ordinance shall be effective immediately upon adoption by the City Council after the second reading, which will be scheduled at the July 10 Council Meeting. The actuary will be preparing a no cost impact statement which will be provided with the final reading.

City Administration recommends approval of Ordinance No. 9-2019/first reading, related to changes in the Firefighters' Retirement Plan, amending Section 2-281, Board Designated as Administrator, Composition; modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted:

N/A

PREVIOUS ACTION:

At a regular City Council Meeting on October 10, 2018, City Council approved Ordinance No. 9-2018/second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

RECOMMENDED MOTION:

Approval of Ordinance No. 9-2019/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four

years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

ORDINANCE NO. 09-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-281, BOARD DESIGNATED AS ADMINISTRATOR, COMPOSITION; AMENDING SECTION 2-308, INVESTMENT POWERS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa established the Firefighters' Retirement Plan pursuant to Ordinance No. 9-93, in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters.

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

SECTION 1: That Section 2-281, Board designated as administrator; composition, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-281. - Board designated as administrator; composition.

The sole and exclusive administration and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in the board which shall be designated as the plan administrator for the system. The board shall consist of five (5) persons as follows:

(1) Two (2) legal residents of the city who shall be appointed by the city council to serve for a period of ~~two (2)~~ four (4) years unless sooner replaced by the city council. The city council may appoint the city manager to serve as one (1) of the two (2) legal residents of the city and such appointment shall constitute ex officio duties on the city manager. An appointed board member may succeed himself or herself;

(2) Two (2) employee members, each to be elected by the actively employed members for a ~~two~~ four (4)-year term in a manner to be determined by the board; and

(3) A fifth member, elected by the other four (4) members of the board, to be appointed by the city council as a ministerial duty for a ~~two (2)~~ four (4) year term. Such fifth member shall be allowed to succeed himself or herself in office if reelected.

* * *

SECTION 2: That Section 2-308, Investment powers of the board, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-308. - Investment powers of the board.

The board shall have the following investment powers and authority:

* * *

(b) The board may:

* * *

(ii) Invest and reinvest the assets of the fund in:

* * *

(5) The board may invest up to ~~ten~~ twenty-five percent (~~10~~25%) of plan assets in foreign securities.

* * *

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

SECTION 4: Severability. Should any section or provision of this Ordinance or any portion thereof, or 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 other than the part to be declared invalid.

SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions. All City Code provisions or laws inconsistent with this Ordinance are hereby repealed to the extent of any conflict.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE _____ DAY OF _____ 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: June 26, 2019

2ND READING AND ADOPTION: _____

Legislation Details (With Text)

File #:	19-268	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/3/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2019.pdf BAF 19-105 -UT-AC, Radio Meter & H2O Main Repairs (6-26-19) Agenda 19-268.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2019
Agenda Date: June 26, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures.

BACKGROUND:

Increased water meter expenses associated with the radio read water meter installation program (~$255K), unanticipated water main repairs located at 33rd St./A1A in Cocoa Beach ($201K) and Cone Rd. in Merritt Island ($108K), and a recent emergency replacement of the Utilities Water Field Operations building air conditioning unit (~$80K) have placed unexpected financial burdens on the WFO 421-4025-536.46-00 Repairs and Maintenance operating account. Due to this accelerated expenditure rate up to this point in the fiscal year, a contingency transfer is required to fund this operating account for the remainder of FY19.

The 421-4025-536.52-00 (Operating Supplies) also requires a transfer due to a ~15% increase in needed supplies associated with the increase in repair and maintenance activities. A managerial review of transactions was conducted and expenditures were found to be consistent with repair and maintenance activities performed.

Due to these increased/unexpected expenditures and purchase order encumbrances, a transfer in the amount of $400,000 from the Contingency Account 421-4010-536.39-00 is required to fund the 4025.46-00 and 4025.52-00 operating accounts for the remainder of FY19. Staff recommends the transfer of funds to the 421-4025-536.46-00 and 421-4025-536.52-00 accounts as requested.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Budget Transfer # 19-105

Amount Requested	($400,000)
Account Number	421-4010-536.39-00
Account Name	Contingency

Amount Requested	$355,000
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance

Amount Requested	$45,000
Account Number	421-4025-536.52-00
Account Name	Operating Supplies

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures.

RESOLUTION NO. 2019-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of June, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-105

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 05/29/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 400,000)	421-4010-536.39-00		Contingency	$ 1,570,295	$ 657,054	$ 257,054	$ 257,054
$ 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
($ 400,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 355,000	421-4025-536.46-00		Repairs and Maintenance	$ 3,261,500	$ 3,764,174	$ 4,119,174	$ 382,379
$ 45,000	421-4025-536.52-00		Operating Supplies	$ 161,320	$ 17,404	$ 62,404	$ 60,602
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 400,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Increased water meter expenses associated with the radio read water meter installation program , unanticipated water main repairs and recent emergency replacement of Utilities Water Field Operations building air conditioning unit have placed additional financial burdens on the WFO Repairs and Maintenance and Operating account. This transfer is to cover WFO costs in the Repairs & Maintenance and Operating Supplies accounts for the reminder to FY19 through the use of Contingency. This item will be submitted for Council approval at the June 26, 2019 meeting, Agenda 19-268.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/26/19 *RESOLUTION #:* 2019-055

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

6/3/19	Melinda Keesee Digitally signed by Melinda Keesee Date: 2019.06.03 09:50:04 -04'00'	6/20/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.06.20 10:05:18 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/3/19	John "Jack" Walsh Digitally signed by John "Jack" Walsh	6/20/19	Lora Howell Digitally signed by Lora Howell Date: 2019.06.20 10:21:54 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-276	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	6/6/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	

Title: Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount), for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
B-19-17-COC FINAL MEMO
B-19-17-COC Tabulation Sheet Rev. 6-6-19
B-19-17-COC S4 Bid Form
Budget Resolution - Dyal GW Filters
BAF 19-103 -UT-Dyal Groundwater Filters 1 and 4 (6-26-19)~ Agenda 19-276.pdf
B-19-17-COC Form of Agreement (Signed by S4)
Res Proj Contingency - Dyal Filters

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2019
Agenda Date: June 26, 2019
Prepared By: Kristoffer N. Smith, E.I., Utilities Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount), for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manager to Execute the Contract

BACKGROUND:

At the Dyal Water Treatment Plant, dual media filters are used to remove suspended solids from water. The filters are cleaned periodically with water and air so that the media can be reused. With time, however, the media exhausts its removal capabilities and needs to be exchanged. The

Engineering staff completed a design for the replacement of the media as well as parts of the underdrain system (IMS caps), which have become clogged with sediment and scaling.

Bids for this project were opened on May 30, 2019. Purchasing sent out four hundred ninety-six (496) invitations and notifications to bid and received five (5) responses from eighteen (18) plan holders. City staff reviewed the bids and recommends awarding the contract to S4 Water Sales & Service, Bowling Green, Kentucky, who submitted the lowest and best quote in the amount of $518,073.00, including the bid alternate.

City staff is also requesting that City Council approve an additional $51,807.30 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $51,807.30 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The original amount budgeted for this project was $500,000; therefore, a budget transfer is required to move the additional $69,880.30 from Project WS18FB, Fiske Blvd Water Main Replacement, a project that is not anticipated to start until next fiscal year or later.

Staff recommends awarding Bid #B-19-17-COC, Dyal GW Filters #1 and #4 IMS Cap and Media Replacement to S4 Water Sales & Service in the amount of $518,073.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes Partially = $500,000 WS19FR
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment #19-103

Amount Requested	($69,881)
Account Number	426-4120-536.63-00, WS18FB
Account Name	Infrastructure

Amount Requested	$69,881
Account Number	426-4120-536.63-00, WS19FR
Account Name	Infrastructure

Total Project Amount $569,881

Source of Funds: Series 2018B Bond

PREVIOUS ACTION:

On March 27, 2018, City Council approved Resolution No. 2018-017 establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s).

On April 24, 2018, City Council approved the selection of two bond-underwriting firms for the negotiated sale of the City of Cocoa Water and Sewer System Refunding and Revenue Bonds, Series 2018.

On August 14, 2018, City Council approved the issuance of Water and Sewer System Revenue Bonds to finance capital improvements to the System.

On November 28, 2018, City Council approved an amendment to the Fund Balance Reserve Budget to include Water/Sewer (WS) Capital Projects 2018B Fund 426 to better track bond related projects and spending of the Bond proceeds.

RECOMMENDED MOTION:

To Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount) for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manage to Execute the Contract.

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Kristoffer Smith UT Associate Engineer I /Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 5/31/19

Re: **Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement**

Bids for the subject offering were opened on May 30, 2019 at 3:00 p.m. Purchasing sent out four hundred ninety-six (496) invitations and notifications to bid and received five (5) responses from eighteen (18) plan holders.

THE APPARENT LOW BIDDER IS S4 Water Sales and Service of Bowling Green, KY

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement (Section 500)
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
    - Copy of Approved City Clerk's Journal and Agenda
    - Bid Tabulation Sheet
    - Form of agreement
    - All specifications for the awarded proposal
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, May 30, 2019

BID NUMBER: B-19-17-COC Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Alternate #1	Receipt of Addendum	00311 Exceptions	00312 References	00320 Statement Bidders Qualifications	00330 Subcontractors	00401 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance Workman's Comp.	Attended Mandatory Pre-bid
Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771	Y	NA	Y	Y	Y	$ 792,000.00	$ 50,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Petticoat-Schmitt, Inc. 6380 Phillips Highway Jacksonville, FL 32216	Y	NA	Y	Y	Y	$ 623,776.00	$ 95,824.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
L7 Construction, Inc. 3840 St. Johns Parkway Sanford, FL 32771	Y	NA	Y	Y	Y	$ 547,557.00	$ 54,777.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Florida Design Contractors 1326 South Killian Drive West Palm Beach, FL 33403	Y	NA	Y	Y	Y	$ 587,000.00	$ 55,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
S4 Water Sales & Service 160 Vanderbuilt Court Bowling Green, KY 42103	Y	NA	Y	Y	Y	$ 473,073.00 $ 521,952.00	$ 45,000.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

BID FORM
DYAL GW FILTERS #1 AND #4 IMS CAP AND MEDIA REPLACEMENT
City of Cocoa
BID NO. B-19-17-COC

Proposal of S4 Water Sales & Service, LLC
(Name)

160 Vanderbilt Court, Bowling Green, KY 42103
(Address)

to furnish all materials, service, equipment, and labor required, for DYAL GW FILTERS #1 AND #4 IMS CAP AND MEDIA REPLACEMENT as specified in the bid documents.

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

Total Contract Amount
$473,073 + $45,000 = $518,073

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

	Bid Option 1 -CEI media	Bid Option 2 -Leopold media
Leopold Parts and Inspection	$ 155,000	$155,000
+ All Other Services, Labor, Materials and Equipment	$ 318,073	$366,952
= TOTAL BASE BID	$ 473,073	$521,952

Option 1 - Four Hundred Seventy-Three Thousand Seventy-Three Dollars

Option 2 - Five Hundred Twenty-One Thousand Nine Hundred Fifty-Two Dollars Dollars
(Grand Total Written in words)

ALTERNATE #1: Pressure Cleaning and Coating	$ 45,000.00

Forty-Five Thousand Dollars Dollars
(Alternate #1 Amount Written in words)

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

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within **seven (7) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred twenty (120) days with completion in one hundred eighty (180) days from notice to proceed.**

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

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

The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day

Receipt of Addenda Number(s) 1 - 4 is acknowledged.

Dated this 28 day of May, 2019.

S4 Water Sales & Service, LLC
(Company or Corporation Name)

160 Vanderbilt Court
(Street or P.O. Box)

Bowling Green, KY 42103
(City, State and Zip Code)

(270) 781-0670
(Area Code and Phone Number)

(270) 712-0015
(Area Code and Fax Number)

bcashion@s4water.net
(Email Address)

By Brandt Cashion, President
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Brandt Cashion who, after first being sworn by me,

affixed his/her signature in the space provided above on this 28 day of

May, 2019.

(Notary Public)

My commission Expires:

Stephanie Duke
Notary Public, ID No. 603005
State at Large, Kentucky
My Commission Expires on Sept. 17, 2022

Bid option #1 for media manufacturer to be Carbon Enterprises, Inc (CEI) to provide sand and anthracite that meets and/or exceeds bid specifications. All material is AWWA and NSA certified and is manufactured in the United States. Material will be approved by third party testing and analysis will be forwarded to engineer for approval prior to shipment. A CEI certified installer will be on-site at all times during installation of media.

As media manufacturer was not mandated in project specifications or bid documents, both bids are valid and acceptable. The City will opt for the lower total bid amount option.
-Kristoffer Smith, EI, UT Associate Engineer II (Project Manager)

RESOLUTION NO. 2019-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of June, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-103

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 06/06/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 69,881)	426-4055-536.63-00	WS18FB	Infrastructure	$ 0	$ 19,760,354	$ 19,690,473	$ 17,257,565
$ 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
($ 69,881)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 69,881	426-4020-536.63-00	WS19FR	Infrastructure	$ 0	$ 589,681	$ 659,562	$ 659,562
$ 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
$ 69,881	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To allow for replacement of the filter media and underdrain caps in Groundwater Filters #1 and #4 at the Dyal WTP. (Project was budgeted for FY19 for $500,000 and funded with 2018 Bond funds. Total project amount including 10% contingency is $569,881. This BAF transfers the difference from Project WS18FB, Fiske Blvd Water Main Replacement). Agenda Item 19-276

City COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 06/26/19 RESOLUTION #: 2019-057

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

6/6/19	Kristoffer Smith Digitally signed by Kristoffer Smith Date: 2019.06.10 17:03:24 -04'00'	6/18/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.06.18 08:59:38 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/12/19	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2019.06.12 11:27:44 -04'00'	6/18/19	Lora Howell Digitally signed by Lora Howell Date: 2019.06.18 09:10:02 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

FORM OF AGREEMENT
BID NO. B-19-17-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of June, 2019 by and between S4 Water Sales and Service, LLC _____ hereinafter called the contractor and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

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

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within seven (7) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within one hundred twenty (120) days and totally complete all work in its entirety within one hundred eighty (180) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Five Hundred Eighteen Thousand, Seventy-three Dollars	$ 518,073
(Written in Words)	(In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The Contractor will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this

contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

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

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

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for

each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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

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

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

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 518,073 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

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

correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

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

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

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

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

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

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

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

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

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

ARTICLE 26. ASSIGNMENT

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

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City

for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

ARTICLE 27. PUBLIC RECORDS

(a) **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 AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

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

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY: _____ Brandt R. Cashion
(Contractor)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

RESOLUTION NO. 2019-056

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 DYAL GROUNDWATER FILTERS #1 AND #4 IMS CAP AND MEDIA REPLACEMENT, PROJECT NO. WS19FR IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% 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 June 26, 2019, the City Council authorized the City Manager to proceed with the Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, 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 Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $518,073 and allows for a 10% contingency in the amount of $51,807.30 set aside for possible change orders, for a total of $569,880.30 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 June 26, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-277	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	6/6/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon review of the City Attorney's office. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Excerpt from Orange County Land Use Table Parcel Combination Form Parcel Overview Map				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 6, 2019
Agenda Date: June 26, 2019
Prepared By: Kristoffer N. Smith, E.I., Utilities Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon review of the City Attorney's office.

BACKGROUND:

The Dyal Water Treatment Plant site consists of several adjacent City-owned parcels of land. During planning and design for the Dyal WTP Chemical Conversion and Reliability Project (CCRIP), City staff discovered a need to combine these City-owned parcels into one parcel of land with the Orange County Property Appraiser. In addition, City staff discovered a need to file for a land use Special Exception with the Orange County Board of Zoning Adjustment related to a vacant portion of the existing Dyal WTP property that was acquired by the City in more recent years.

In the current design for CCRIP, the site layout necessitates that some buildings straddle the internal parcel lines between the outer perimeter of the City-owned parcels. Orange County Planning and Zoning regulations require a five-foot setback from property lines. Therefore, the parcel lines between the outer perimeter of the City-owned parcels need to be eliminated by combining the three adjacent City-owned parcels between State Road 520 and Taylor Creek Road into one parcel of land (see attachment “Parcel Overview Map”.) If the internal parcel lines are eliminated by combining the three parcels of land into one parcel, the five-foot set back requirements will only apply to the outer perimeter of the newly created single parcel of land. This can be accomplished at no cost via application to the Orange County Property Appraiser. Combining the parcels will more easily facilitate future plant projects.

In essence, City staff is requesting that the City Council authorize aggregating the three parcels of land at the Dyal Plant facility into one single parcel of land for Property Identification, Tax, Zoning and Other Official Purposes.

Additionally, the parcels of land are zoned A-2 (Agricultural). Pursuant to the current Orange County Land Use Table, a Special Exception is required for the land use that includes “wastewater and water plants” (see attachment “Excerpt from Orange County Land Use Table”.) Upon submittal of a zoning application, a Special Exception can be granted by the Orange County Board of Zoning Adjustment based on compliance with review criteria and a quasi-judicial evidentiary public hearing. During Staff’s recent review of the zoning status of the three City-owned vacant parcels, it appears that much of the Dyal WTP is already authorized for wastewater and water plants. However, a portion of the Dyal WTP property, which was acquired in more recent years, may not currently have zoning authorization from Orange County for wastewater and water plants. City staff is in the process of completing the zoning status review with the City Attorney’s office.

City staff recommends that the City Council authorize the City Manager to sign and submit a Parcel Combination Application with the Orange County Property Appraiser to combine the three separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into one Parcel for property identification, tax, zoning and other official purposes.

Further, City staff recommends that the City Council authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon further review with the City Attorney’s office.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon further review of the City Attorney's office.

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Excerpt from Orange County Land Use Table

Sec. 38-77. - Use table.

USE TABLE

Uses Per Zoning Code	SIC Group	Land Use	A-1	A-2	A-R	RCE-5	RCE-2	RCE	R-1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-2	R-3	RCE Cluster	RT	RT-1	RT-2	P-O	C-1	C-2	C-3	I-1A	I-1, I-5	I-2, I-3	I-4	U-V (see 29)	R-L-D	UR-3	NC	NAC	NR	Conditions
Power plants, transfer stations, refuse storage sites, wastewater and water plants, septic disposal sites, line stabilization and dewater, septage and wastewater sludges	49	Power plants, transfer stations, refuse storage sites, wastewater and water plants, septic disposal sites, lime stabilization and dewater, septage and wastewater sludges	S	S																					S	S	S							

P = Permitted use
S = Special exception required
* = Conditions apply

General Instructions for Requesting Parcel Split or Combination

NOTE: Prior legal approval for parcel splits from the appropriate zoning / planning / community development agency of your jurisdiction is required. OCPA does not issue determinations regarding the legality of splits and will not advise owners on such matters.

- List all current parcel number(s) under the column titled Parent Parcel Number(s)
- For parcel splits, a survey, sketch, or legal description clearly defining the new property boundary **MUST** be submitted. **OCPA will not create or draft property descriptions.**
- For parcel combinations, a survey, sketch, legal description is **not required**. However, copies of surveys are always beneficial and appreciated.

  NOTE: For combinations, parcels must be titled in the same name(s), must be in the same jurisdictional boundary (city limits), and in most cases must be contiguous.
- Sign and date the form. **NOTE:** Forms must be signed by the current owner or the owner's designated representative. Forms signed by prospective buyers **will not** be processed.
- Either fax or mail information to OCPA. You may also schedule an appointment to meet with a mapping department staff member by calling 407-836-5077.
- OCPA will review, pre-issue new parcel number(s), sign, and return the form via fax or mail as quickly as possible.
- Use the fully executed form to provide information for permitting, closings, etc.

Please allow 2 – 6 weeks (depending on time of year and coordination with the tax roll cycle) for processing of the request. **NOTE:** The processing time by OCPA should not hinder the sale of a property. Please contact us at 407-836-5077 with any questions.

RICK SINGH
ORANGE COUNTY PROPERTY APPRAISER
www.ocpafl.org

Request for Parcel Split or Combination

For Properties within Unincorporated Orange County

PARENT PARCEL NUMBER(S)	NEW PARCEL IDENTIFICATION NUMBER(S) (ISSUED BY MAPPING DEPT P.A. OFFICE)
SEC___TWP___RNG___SUB_____PARCEL_____	SEC___TWP___RNG___SUB_____PARCEL_____
20-24-34-000-00-001	
20-24-34-000-00-004	
20-24-34-000-00-015	

NOTES: Requesting combination of three adjacent parcels.

IMPORTANT NOTICE

Pursuant to *Florida Statute 197.192* the property appraiser's office will not split or combine parcels until all taxes due or delinquent have been paid to the Tax Collector. It should also be noted that a parcel split / combination by the Property Appraiser is for ***taxation purposes only*** and does not imply legality of the land division being requested, the legality for such parcel to be conveyed via land title, nor the suitability for such parcel to be developed. Contact the appropriate land development, zoning, and/or planning department of your jurisdiction for questions concerning property development.

HOMESTEAD/NON-HOMESTEAD PROPERTIES AFFECTED BY ASSESSMENT LIMITATION:

☑ **I/We understand that splitting or combining property may increase taxes by affecting existing capped values. If at a future date you choose to reverse the process, the cap will not be restored to its former level.**

PROPERTY APPRAISER TO BE HELD HARMLESS:

It is the responsibility of the owner to ensure that any and all prior or currently due tax amounts on any parcels being split or aggregated with any other parcels are paid in full to the Tax Collector. This agency is not responsible for any delinquent taxes, penalties, or interest that could occur and accrue due to negligence on the part of the property owner, the owner's representatives, or other parties when requesting parcel splits or combinations. Furthermore, if the property is encumbered by a mortgage, it is the owner's responsibility to seek prior approval from the mortgage company for any changes to the property involving a split or combination.

By signing below, whether by the owner or the owner's representative, the owner acknowledges they have read and understand the aforementioned and availed themselves of the opportunity to ask any questions, seek clarification, or obtain additional information prior to this action being requested.

Signature: _____ Date: _____

Owner or Owner's Representative

Print Name: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager

Phone: 321-433-8737

Signature: _____ Date: _____

Orange County Zoning (407) 836-0092

This split/combination will be effective for the 20_____ tax year.

Signature: _____ Date: _____

Orange County Property Appraiser's Office

For questions regarding new parcel numbers:

Contact: Rocco Campanale, CCF, CFE
Cadastral Mapping Manager
Phone: (407)836-5077
Fax: (407)836-5985
Orange County Property Appraiser's Office
200 S. Orange Ave. Suite 1700
Orlando, FL 32801

City of Cocoa Parcel Combination Request

Parcel Overview Map



Legislation Details (With Text)

File #:	19-299	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/14/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,864, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2019.pdf BAF 19-106 -PW-PW17SI & PW19MR (6-26-19)~ Agenda 19-299.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2019
Agenda Date: June 26, 2019
Prepared By: Cheryl Meisenzahl, Contracts Technician
Through: Everett Wegerif, P.E., City Engineer, Public Works Director
Requested Action:
Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,864, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1.

BACKGROUND:

On April 10, 2019, Public Works Staff presented two options for restoration of planted medians. The first option was to replace all plants (approximately 12,900 plants) and mulching at an estimated cost of $160,000. A second reduced option was proposed to reduce the planting areas by replacing approximately 5,000 plants at an estimated cost of $80,000. City Council approved a modified option costing no more than $100,000.

Public Works staff has consulted with the Brevard County Agricultural Extension Service staff and has formulated a plan to restore the medians. This plan includes the purchase of approximately 8,000 plants at a cost of $35,000 and mulch (contracted service to be installed) at $49,000. Plants would be installed by city staff as overtime work. Plants to be purchased include: Variegated Jasmine ground cover, Indian Hawthorne, Walters Viburnum, and Juniper Parsoni. These plant varieties were suggested Brevard County Staff.

Areas along the sides of the road will have landscaped areas reduced and replaced with sod. Sod costs are expected to be $13,000. Medians end beds will be replanted with Variegated Jasmine and mulched. These areas will be evaluated for growth and weeds after they are established. Additional costs for irrigation system modifications or repairs may also be required.

Public Works staff requests that council approve a Resolution that authorizes a transfer to the Public Works Grounds maintenance account in the amount of $100,000. Funding source would be from General Fund Reserves previously budgeted that was anticipated to be required to fund a shortfall in the Stormwater Utility budget. Projects in the Stormwater Utility were delayed or reduced, so the transfer from General Fund was not required and the reversing entry is included with the attached Budget Amendment Form.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Budget Amendment # 19-106

(The first part of this Budget Amendment is reversing a budgeted transfer from General Fund, to the Stormwater Fund)

Amount Requested	($232,864)
Account Number	001-0000-389.99-50
Account Name	Fund Balance Reserves

Amount Requested	($232,864)
Account Number	001-1600-581.91-23
Account Name	Transfer to Stormwater

Amount Requested	($232,864)
Account Number	423-0000-381.91-01
Account Name	Transfer from General Fund

Amount Requested	($232,864)
Account Number	423-3570-538.63-00 (PW17SI)
Account Name	Transfer from General Fund

(The second part of this Budget Amendment is for media maintenance)

Amount Requested	$100,000
Account Number	001-0000-389.99-50

Account Name	Fund Balance Reserves
Amount Requested	$48,000
Account Number	001-3520-572.52-00 PW19MR
Account Name	Operating Supplies
Amount Requested	$49,000
Account Number	001-3520-572.34-00 PW19MR
Account Name	Contract Services
Amount Requested	$3,000
Account Number	001-3520-572.14-00 PW19MR
Account Name	Overtime

PREVIOUS ACTION:

Public Works Staff presented city council with options to restore Median Landscape on April 10, 2019.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,000, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1.

RESOLUTION NO. 2019- 058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of June, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-106

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3500 | DATE PREPARED: 06/20/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 232,864)	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 8,321,414	$ 9,304,069	$ 9,071,205	$ 9,071,205
($ 232,864)	423-0000-381.91-01		TRANSFER FROM GENERAL FUND	$ 232,864	$ 232,864	$ 0	$ 0
$ 100,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 8,321,414	$ 9,071,205	$ 9,171,205	$ 9,171,205
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 365,728)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 232,864)	001-1600-581.91-23		TRANSFER TO STORMWATER 423	$ 232,864	$ 232,864	$ 0	$ 0
($ 232,864)	423-3570-538.63-00	PW17SI	INFRASTRUCTURE	$ 620,000	$ 536,961	$ 304,097	$ 0
$ 3,000	001-3520-572.14-00	PW19MR	OVERTIME	$ 5,995	$ 13,995	$ 16,995	$ 3,634
$ 49,000	001-3520-572.34-00	PW19MR	CONTRACT SERVICES	$ 132,500	$ 85,044	$ 134,044	$ 51,803
$ 48,000	001-3520-572.52-00	PW19MR	OPERATING SUPPLIES	$ 49,814	$ 49,814	$ 97,814	$ 69,542
$ 0				$ 0	$ 0	$ 0	$ 0
($ 365,726)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Some of General Fund Reserves were budgeted with anticipation of coving a portion of the Fiske Boulevard Complete Streets Roadways and sidewalk improvements project phase 3. Projects in the Stormwater Utility Fund were delayed or reduced so the transfer from General fund was not required. A portion of that unused budget will be reassigned to restore medians. Agenda 19-299

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/26/19 *RESOLUTION #:* 2019_058

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

6/20/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.06.20 11:03:13 -04'00')	6/20/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.06.20 14:51:45 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/20/19	Tony Jones (Digitally signed by Tony Jones)	6/21/19	Lora Howell (Digitally signed by Lora Howell Date: 2019.06.21 08:22:51 -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 #:	19-272	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/4/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Body Worn Camera Grant Award.pdf Axon Quote Q-213789-43615.913EM.pdf Axon Quote Q-213882-43606.706EM.pdf Axon Quote Q-214022-43607.677EM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2019
Agenda Date: June 26, 2019
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022.

BACKGROUND:

Council previously approved a multi-year contract with Axon Enterprise Inc. for a five-year Body Worn Camera program for forty-eight cameras on October 24, 2017 under agenda item 2017-450.

A grant was awarded for $18,000 to the police department on October 10, 2017 aimed at an expansion to the program. There is an $18,000 match requirement with this grant. This will give the department access to twelve additional cameras with additional storage for the body cameras and required training for the program. Both the match and the grant were budgeted in FY 2019. Staff obtained quotes for other body camera providers, but chose to continue with Axon body cameras using the previously approved contract.

Grant funds would pay for the following in FY2019 (last year to spend the grant):
Twelve (12) Body Cameras and associated Equipment. The matching portion of the grant covered $2,000 in training costs and $16,000 in storage costs. Finally, for years two, three, and four there is a cost of $4,320 that the general fund would absorb for storage. The breakdown by year is as follows:

FY2019:			
Travel per Diem: (for training/grant)	001-2100-521.40-00:	PD18BC	$2,000
Rentals and Leases (for Equipment/grant)	001-2100-521.44-00	PD18BC	$18,000
Operating (for storage/match)	001-2100-521.52-00	PD18BC	$16,000
FY2020			
Year Two storage payment	001-2100-521.34-00	PD13BC	$4,320
FY2021			
Year Three storage payment	001-2100-521.34-00	PD13BC	$4,320
FY2022			
Year Four storage payment	001-2100-521.34-00	PD13BC	$4,320

STRATEGIC PLAN CONNECTION:

Public Safety/Crime Prevention

BUDGETARY IMPACT:

Budgeted Yes

Uses:

FY2019:			
Travel per Diem: (for training/grant)	001-2100-521.40-00:	PD18BC	$2,000
Rentals and Leases (for Equipment/grant)	001-2100-521.44-00	PD18BC	$18,000
Operating (for storage/match)	001-2100-521.52-00	PD18BC	$16,000
FY2020			
Year Two storage payment	001-2100-521.34-00	PD13BC	$4,320
FY2021			
Year Three storage payment	001-2100-521.34-00	PD13BC	$4,320
FY2022			
Year Four storage payment	001-2100-521.34-00	PD13BC	$4,320

Sources: U.S. Department of Justice Grant #2017-BC-BX-0009 - 001-0000-331.20 - $18,000
BAF 19-078 moved funds to project number PD18BC.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022.

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 29, 2017

Mr. John Titkanich
City of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

Dear Mr. Titkanich:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Body-Worn Camera Policy and Implementation Program in the amount of $18,000 for City of Cocoa.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Yolaine Faustin, Program Manager at (202) 353-1720; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Alan R. Hanson
Acting Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 29, 2017

Mr. John Titkanich
City of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

Dear Mr. Titkanich:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 29, 2017

Mr. John Titkanich
City of Cocoa
65 Stone Street
Cocoa, FL 32922 - 7982

Reference Grant Number: 2017-BC-BX-0009

Dear Mr. Titkanich:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	$0
Fringe Benefits	$0
Travel	$2,000
Equipment	$34,000
Supplies	$0
Construction	$0
Contractual	$0
Other	$0
Total Direct Cost	$36,000
Indirect Cost	$0
Total Project Cost	$36,000
Federal Funds Approved:	$18,000
Non-Federal Share:	$18,000
Program Income:	$0

Match is required at 50% for this grant program. The required match has been met. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

If you have questions regarding this award, please contact:

- Program Questions, Yolaine Faustin, Program Manager at (202) 353-1720

- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Leigh Benda
Chief Financial Officer

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

4. AWARD NUMBER: 2017-BC-BX-0009 PD13BC

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2019

BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2019

6. AWARD DATE 09/29/2017

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
231000001

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
079195608

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
City of Cocoa Police Department's Body-Worn Camera Expansion Initiative

10. AMOUNT OF THIS AWARD $ 18,000

11. TOTAL AWARD $ 18,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - Body-Worn Camera Program) Pub. L. No. 115-31, 131 Stat 135, 205

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.835 - Body Worn Camera Policy and Implementation Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hanson
Acting Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Alan R. Hanson

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

John Titkanich
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	BC	80	00	00		18000

21. SBCUGT0023

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2017-BC-BX-0009 AWARD DATE 09/29/2017

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

PROJECT NUMBER 2017-BC-BX-0009 AWARD DATE 09/29/2017

SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

PROJECT NUMBER 2017-BC-BX-0009 AWARD DATE 09/29/2017

SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

    If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

26. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

29. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

SPECIAL CONDITIONS

30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

SPECIAL CONDITIONS

34. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-BC-BX-0009 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.

38. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Cocoa

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:
(1) New construction.
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
(3) A renovation which will change the basic prior use of a facility or significantly change its size.
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2017-BC-BX-0009

This project is supported under FY17(BJA - Body-Worn Camera Program) Pub. L. No. 115-31, 131 Stat 135, 205

1. STAFF CONTACT (Name & telephone number)

Yolaine Faustin
(202) 353-1720

2. PROJECT DIRECTOR (Name, address & telephone number)

Anthony Hagan
Grants Administrator
65 Stone Street
Cocoa, FL 32922
(321) 433-8684

3a. TITLE OF THE PROGRAM

FY 17 Body-Worn Camera Policy and Implementation Program: Implementation Or Expansion Of BWC Programs For Mid-Sized Agencies

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

City of Cocoa Police Department's Body-Worn Camera Expansion Initiative

5. NAME & ADDRESS OF GRANTEE

City of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 18,000

10. DATE OF AWARD

09/29/2017

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee. The BWC PIP, funded under the 2017 Department of Justice Appropriations Act (P.L. 115-31), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem solving approach to enhance officer safety and build community trust. Elements of such an approach include: implementation of a BWC program developed in a planned and phased approach; collaboration that leverages partnerships with cross-

agency criminal justice stakeholders including prosecutors and advocacy organizations; implementation of appropriate privacy policies; implementation of operational procedures and tracking mechanisms; training of officers, administrators, and associated agencies requiring access to digital multimedia evidence; and the adoption of practices and deployment of BWC programs appropriately addressing operational requirements. CA/NCF



Cocoa Police Dept. - FL

AXON SALES REPRESENTATIVE
Evan MacIntyre

emacintyre@axon.com

ISSUED
5/30/2019

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-213789-43615.913EM

Issued: 05/30/2019

Quote Expiration: 06/30/2019

Account Number: 108302

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00014400

SHIP TO
Susan Austin
Cocoa Police Dept. - FL
1226 W KING ST
COCOA, FL 32922
US

BILL TO
Cocoa Police Dept. - FL
ATTN: ACCOUNTS PAYABLE
65 STONE ST
COCOA, FL 32922
US

SALES REPRESENTATIVE
Evan MacIntyre
Phone:
Email: emacintyre@axon.com
Fax:

PRIMARY CONTACT
Susan Austin
Phone: (321) 637-6305
Email: saustin@cocoapolice.com

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	12	75.00	75.00	900.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	12	75.00	75.00	900.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
Hardware					
11528	FLEX 2 CAMERA, (ONLINE)	12	449.00	439.00	5,268.00
11537	DOCK, FLEX 2, 6-BAY + CORE	2	1,495.00	1,500.00	3,000.00
80125	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	2	499.90	449.99	899.98
11532	FLEX 2 CONTROLLER	12	250.00	140.00	1,680.00
11509	BELT CLIP, RAPIDLOCK	12	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	12	0.00	0.00	0.00
11545	COLLAR MOUNT, FLEX 2	12	0.00	0.00	0.00
11546	EPAULETTE MOUNT, FLEX 2	12	0.00	0.00	0.00
11544	OAKLEY FLAK JACKET KIT, FLEX 2	12	164.00	139.00	1,668.00
80118	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	12	299.95	277.00	3,324.00
11547	BALLCAP MOUNT, FLEX 2	6	29.00	29.00	174.00
71037	LOW RIDER, HEADBAND, FLEX 2	6	29.00	29.00	174.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11547	BALLCAP MOUNT, FLEX 2	1	29.00	12.02	12.02
				Subtotal	18,000.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	18,000.00
				Grand Total	**18,000.00**

Discounts (USD)

Quote Expiration: 06/30/2019

List Amount	20,122.20
Discounts	2,122.20
Total	**18,000.00**

Total excludes applicable taxes

Notes

This quote is co-termed with quote Q-135866 (executed contract #00014400). Year one has been pro-rated to 5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

This quote represents the year 1 Q-214022 Execution of this quote is contingent on Q-214022 being executed.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Evan MacIntyre at emacintyre@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-213789-43615.913EM

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Cocoa Police Dept. - FL

AXON SALES REPRESENTATIVE
Evan MacIntyre

emacintyre@axon.com

ISSUED
5/21/2019

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-213882-43606.706EM

Issued: 05/21/2019

Quote Expiration: 06/30/2019

Account Number: 108302

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00014400

SHIP TO
Susan Austin
Cocoa Police Dept. - FL
1226 W KING ST
COCOA, FL 32922
US

BILL TO
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US

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Evan MacIntyre
Phone:
Email: emacintyre@axon.com
Fax:

PRIMARY CONTACT
Susan Austin
Phone: (321) 637-6305
Email: saustin@cocoapolice.com

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	6,250	0.31	0.31	1,937.50
				Subtotal	1,937.50
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	1,937.50

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
				Subtotal	4,687.50
				Estimated Tax	0.00
				Total	4,687.50

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
				Subtotal	4,687.50
				Estimated Tax	0.00
				Total	4,687.50

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	6,250	0.75	0.75	4,687.50
				Subtotal	4,687.50
				Estimated Tax	0.00
				Total	4,687.50
				Grand Total	**16,000.00**

Summary of Payments

Payment	Amount (USD)
Year 1	1,937.50
Year 2	4,687.50
Year 3	4,687.50
Year 4	4,687.50
Grand Total	**16,000.00**

Notes

This quote is co-termed with quote Q-135866 (executed contract #00014400). Year one has been pro-rated to 5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

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Signature: _____ **Date:** _____

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Quote: Q-213882-43606.706EM

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Cocoa Police Dept. - FL

AXON SALES REPRESENTATIVE
Evan MacIntyre

emacintyre@axon.com

ISSUED
5/22/2019

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-214022-43607.677EM

Issued: 05/22/2019

Quote Expiration: 06/30/2019

Account Number: 108302

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00014400

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Email: emacintyre@axon.com
Fax:

PRIMARY CONTACT
Susan Austin
Phone: (321) 637-6305
Email: saustin@cocoapolice.com

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	12	180.00	180.00	2,160.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	12	180.00	180.00	2,160.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
				Subtotal	4,320.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	4,320.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	12	180.00	180.00	2,160.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	12	180.00	180.00	2,160.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
				Subtotal	4,320.00
				Estimated Tax	0.00
				Total	4,320.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	12	180.00	180.00	2,160.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	12	180.00	180.00	2,160.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
				Subtotal	4,320.00
				Estimated Tax	0.00
				Total	4,320.00
				Grand Total	**12,960.00**

Summary of Payments

Payment	Amount (USD)
Year 2	4,320.00
Year 3	4,320.00
Year 4	4,320.00
Grand Total	**12,960.00**

Notes

This quote is co-termed with quote Q-135866 (executed contract #00014400). Year two aligns with agency annual billing dates. This has been done according to an anticipated ship date range of 11/1/2019-11/15/2019 and a 12/1/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

This quote represents the out years for Q-213789 Execution of this quote is contingent on Q-213789 being executed.

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Quote: Q-214022-43607.677EM

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Legislation Details (With Text)

File #:	19-285	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	6/10/2019		**In control:**	City Council	
On agenda:	6/26/2019		**Final action:**		
Title:	Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	State & Local Fair Market Value Lease 001.pdf Potential Savings Statement 001.pdf State Contract No. 44102100-17-1 001.pdf 05/27/14 Pitney Bowes Item VIII.3.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: June 26, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1.

BACKGROUND:

The City of Cocoa is currently under a lease with Pitney Bowes for the DM 475 Automatic Mail Machine. The current lease expires June 30, 2019. Staff recommends continuing service with Pitney Bowes for a postage machine utilizing the State of Florida Department of Management Services contract # 4102100-17-1. If approved, the new lease would commence immediately and would be effective for five years, expiring June 30, 2024. Additionally, per the lease, at the time of renewal, Pitney Bowes replaces the machine with a new updated machine at no additional cost.

Pitney Bowes has supplied the City with a potential savings analysis and during the last year. Last year, 33,012 pieces of mail were sent from the City of Cocoa. Of this amount, 31,234 pieces of mail were First Class (regular mail) and we received a savings of $.05 cents per piece of mail. Additionally, we have noticed a huge savings in Certified mail, as with this service we can run Certified letters as “E-Certified”, which saves the City $1.20 on each piece mailed. The machine also

allows the City to meter flats, packages (depending on size), and priority mail, which all result in savings.

Current services will remain the same; although there has been a rise in postage since the last lease was approved. Therefore, the monthly amount will be increased by approximately $78.68 per month. We currently pay quarterly, which would result in an increase to the quarterly payment amount. The new amount would be $276.68/mth ($830.04/quarter) for a 60-month lease. As noted, below are the options included with this lease/machine:

- IntelliLink Interface
- Accounting (50 department) software
- E-Return Receipt Rates
- 10 lb Integrated Weighing Scale
- USB Hub
- Confirmation Services Training
- Integrated Weighing Platform
- Barcode Scanner
- pbSmartPostage Free
- IntelliLink Subscription

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

Budgetary Impact for Future Years will be as follows:

FY 2020	$3,320.16
FY 2021	$3,320.16
FY 2022	$3,320.16
FY 2023	$3,320.16
FY 2024	$3,320.16

PREVIOUS ACTION:

The current lease for Pitney Bowes was approved at the regular City Council meeting held on May 27, 2014.

RECOMMENDED MOTION:

Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475

Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1.

powered by Legistar™

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF COCOA FINANCE DEPT

Tax ID # (FEIN/TIN)

Sold-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
CARRIE SHEALY	(321) 433-8484	0011433724

Bill-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
CARRIE SHEALY	(321) 433-8484	0016133244	cshealy@cocoafl.org

Ship-To: Address

65 STONE ST, COCOA, FL, 32922-7982, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
CARRIE SHEALY	(321) 433-8484	0011433724

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	DM475	DM475
1	1FAE	Basic Accounting -50 Accounts
1	1FER	eRR Rates
1	1FS2	USPS Special Services Software
1	1GW9	10lb Integrated Weighing Feature
1	6C00	DM475C Printer/Base
1	ERB3	eReturn Receipt Subscription - DM300/400
1	ERR3	eReturn Receipt
	F9DA	USPS Special Services Training
1	F9DD	USPS Special Services Welcome Kit
1	G900	Meter for DM300/DM400/475 Series
1	G9SS	USPS Tracking Services Activation
1	ME1B	Meter Equipment - DM400
1	MP4D	10LB / 5KG Scale for DM475 (U.S.)

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See Pitney Bowes Terms for additional terms and conditions

1	SBDS	Barcode Scanner
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM475)
1	SVXA	DM475 Digital Mailing System

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 276.68**	**$ 830.04**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at http://www.pb.com/statelocalfmvterms and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Beth Macconnell	beth.macconnell@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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pitney bowes

Potential Savings Statement

CITY OF COCOA FINANCE DEPT
65 STONE ST
COCOA FL 32922-7982
0011433724

Mail Volumes from 05/18-04/19 Mail Class	Total Pieces	Total Postage	Average Piece Price
First-Class Mail® Letters	31,234	$14,957.00	$0.48
First-Class Mail® Flats	608	$1,053.02	$1.73
First-Class Package Service - Retail™	16	$59.67	$3.73
Priority Mail®	221	$1,591.00	$7.20
Priority Mail Express®	11	$278.10	$25.28
Package Services	2	$22.35	$11.18
International	17	$21.94	$1.29
Certified Mail® Service	486	$2,656.97	$5.47
First-Class Mail® Automation Letters and Flats			
First-Class Mail® Presort Letters and Flats			
USPS Marketing Mail Automation - Incl. Non Profit if Applicable			
USPS Marketing Mail Presort - Incl. Non Profit if Applicable			
Key In Postage - Not run through a class or category	1	$0.21	$0.21
Zero Postage - Usually for seal only or permit projects.	416		
Others			
Total for Period 05/18-04/19	**33,012**	**$20,640.26**	**$0.63**
12 Month Estimated Permit Spend			

Current Savings Initiatives	Estimated Annual Volume	Estimated Annual Savings
0.05$ savings for each First Class metered mail piece compared to stamped First Class mail® piece	31,234	$1,561.70
Total Current Savings		**$1,561.70**

Potential Savings Opportunities / Contact Pitney Bowes to learn more	Estimated Annual Volume / Spend	Estimated Annual Savings
Save up to 40.4% on Priority Mail® and Priority Mail Express® when producing an IMpb compliant shipping label**	$1,869.10	$93.45
Save 38% on average on First Class package Services when producing an IMpb compliant shipping label**	18	$16.40
$1.20 savings on all certified mail with electronic return receipt per piece	486	$583.20
Save up to 50% by converting flats into 6x9 envelopes*		
By bar-coding mailings in your office you can get additional savings, mailings need to meet USPS commercial pricing regulations. For more details contact Pitney Bowes.		
Opportunity to save by presorting your First Class Letters and First Class Flats.		
Total Potential Savings		**$693.06**

*1 Metered Flat, weight max 1oz is $1.00, convert to 1 metered letter at $0.50, saving $0.50/piece.

** When using Pitney Bowes SendSuite, P-Series and C-series offerings the client qualifies for USPS commercial rates. IMpb solution required.

This report includes usage of 1 meter viz. 0830667_G900.

Potential results stated in any models in this document are for illustration purposes and should serve as examples only. Actual results may vary depending on a number of factors and assumptions, some of which may differ from the ones stated in this model, including mix of mail classes, types of material, and seasonal volume changes. As such, Pitney Bowes cannot guarantee that any potential results expressed or implied herein will actually be achieved.

The corporate logo, Pitney Bowes and PresortXtra are trademarks owned by Pitney Bowes Inc.
Priority Mail, Express Mail, First-Class Mail, Media Mail, Delivery Confirmation, Certified Mail, First-Class, Standard Mail, CASS, NCOALink, and USPS are trademarks owned by the United States Postal Service.

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

1.2.24 Lease Agreements

The Customer may enter into a lease agreement by the issuance of an order. Customers are not required to sign the Contractor's lease agreement form. In the event an additional agreement is signed by a Customer in error, it will be considered void and non-binding to the Customer. Prior to entering into a lease in excess of the annual Category Two threshold, state agencies must submit a completed "Checklist for Requesting Department of Financial Services Approval to Lease Equipment (ref. Section 287.063, F.S.)" to the Department of Financial Services for preapproval. This form is located at: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/2finequipmentleasechecklist.doc

State agencies shall review the Comptrollers latest memorandum addressing leases and installment purchase of equipment when considering the leasing of equipment.

1.2.24.1 Available Lease Periods:

i. **3-Year Lease:**

A thirty-six month consecutive equipment plan which shall expire at the end of the thirty-six month period.

ii. **4-Year Lease:**

A forty-eight month consecutive equipment plan which shall expire at the end of the forty-eight month period.

iii. **5-Year Lease:**

A sixty month consecutive equipment plan which shall expire at the end of the sixty month period.

Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed. No termination notice shall be required by either party at the end of the lease. All equipment shall be removed from the Customer's location within ten business days after the expiration of the lease by the Contractor or the Contractor's representative. All equipment removals shall be coordinated with Customer, and at no costs to the Customer.

The Customer is in no way liable or required to mail, freight or transport any equipment at the end of the lease. It shall be the Contractor's responsibility to physically remove any and all equipment from the Customer's location.

1.2.24.2 Renewal of Lease and Maintenance Agreements

Upon mutual agreement of the Customer and Contractor, a lease or separate maintenance agreement may be extended or renewed during the term of the Contract. Any leases that are in excess of $35,000 in annual total value will require Department of Financial Services approval

(state agencies only) prior to execution of a new lease agreement, as per Chapter 287.063(2)(a), Florida Statutes.

1.2.24.3 Purchase of Leased Equipment
Purchase of leased equipment by Customers is permitted under this Contract.

1.2.24.4 Lease Cancellation for Non-Performance
Lease agreements may be cancelled during the lease period for non-performance related issues. If the Customer requests removal of leased equipment, the Contractor will cancel the lease effective immediately with no additional payments due from the Customer. Equipment will be removed from the Customer site within ten business days of such written notice at no cost to the Customer.

1.2.24.5 Leased Equipment Risk of Loss or Damage
Upon acceptance of equipment, the Customer shall be responsible for ensuring all leased equipment from the risk of loss or damage for the life of the lease.

1.2.25 Price Adjustments

Prices may be adjusted twice during the initial term and twice during the renewal term based on the percent change (up or down) of the Producers Price Index (PPI). Price adjustments correlate with the PPI Series ID PCU3333183333183A, Other Commercial and Service Industry Machinery Manufacturers, Mailing, Letter handling, and addressing machines, except parts and attachments as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: https://www.bls.gov/data/.

When requesting a price increase, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI that supports a price adjustment. The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The Department reserves the exclusive right to accept or reject any request for a price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

1.2.26 Product Adjustments

Requested product adjustments must be approved by the Department and added to the contract before being offered to Customers. The Contractor may submit new product adjustments for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. The Contractor may submit existing product adjustments in accordance with the price adjustments frequency as listed in section 1.2.25.

1.2.27 Survivability

Lease agreements and the terms of this Contract under which those lease agreements were made during the term of the Contract will survive the term of the Contract through to the completion of the term of the Lease.

1.2.28 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall have a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be provided as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

In its plan, the Contractor shall describe what efforts the Contractor's company will take to encourage the participation and support of these and other environmental programs and reduce the impact of purchasing mail processing equipment in the State of Florida. If applicable, the Contractor shall include its plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, programs to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products and product take-back programs.

1.2.29 Location and Moving of Leased Equipment

The Customer shall notify the Contractor any time leased equipment is relocated to another location. Relocation of leased equipment within the same building shall be performed by the Contractor at no charge. Relocation of leased equipment within the same complex shall be done at no charge unless equipment must be moved by vehicle to another building and then a standard industry charge is allowed.

1.2.30 Option to Purchase

The option to purchase instead of leasing equipment is permitted under with this Contract. Postage meters may only be rented.

1.2.31 Optional Related Accessories and Supplies

The Customer may purchase equipment without optional related accessories, or may choose to purchase any individual or combination of machines, accessories, supplies or software offered on the non-core price sheet under the terms of this Contract.

1.2.32 Other Fees and Charges

Additional fees including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, interest fees, late payment fees (if paid within thirty days of the invoice date), or removal charges are not permitted under this Contract.

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Pitney Bowes

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State of Florida Contract #600-768-11-1
Order Form

Agreement Number

Your Business Information

CITY OF COCOA FINANCE DEPT			
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
65 STONE ST	COCOA	FL	32922-7982
Billing Address	City	State	Zip+4
Accounts Payable Joan Clark, MMC, City Clerk	321-433-8633 ~~321-433-8488~~	21018907863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
65 STONE ST	COCOA	FL	32922-7982
Installation Address (If different than billing address)	City	State	Zip+4
Joan Clark	321-433-8488	19037760204	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Please note any special billing requirements here	Invoice Attention of	Customer PO #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 3
1	DM475 Digital Mailing System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C
1	Accounting (50 Dept) Software
1	e-Return Receipt Rates
1	10 lb Integrated Weighing
1	USB Hub
1	Confirmation Services Training
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	Barcode Scanner
1	IntelliLink Subscription

Check boxes to be included in customer's payment

Service Level Agreement

[X] *Provides Standard SLA with Training*

[ ] Software Maintenance (additional terms apply)
Provides revenue updates and technical assistance

[X] Soft-Guard® Subscription
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] IntelliLink® Subscription/Meter Rental/Value Based Services
Provides simplified billing and includes postage resets

(x) Value Based Services
( ) Purchase Power Receive an invoice for postage , consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount*
First	60	~~$242.00~~ $198

( ) Required Advanced check of $0.00 received.
( ) Tax Exempt certificate attached

*Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period

VIII. CITY BUSINESS:

1. Approve a resolution amending the FY 2014 budget to fund the unbudgeted Accreditation/Training Coordinator position. (Acting Chief of Police)

    - **Approved.**

MULTI-YEAR AGREEMENTS:

2. Approve the multi-year lease agreement with Ricoh for four desktop copiers located in the Police and Utilities Departments under the terms and conditions of State Contract # NSC00003369-MA_USF, and authorize the City Manager to finalize the terms of and sign the contracts. (Assistant City Manager/Finance Director)

    - **Approved. Agreement to be executed and forwarded to Ricoh for execution and return of one fully executed copy.**

3. Approval of a multi-year contract with Pitney Bowes for the lease of the DM 475 Mailing System, and approve a resolution amending the FY2014 budget. (City Clerk)

    - **Approved. Resolution No. 2014-048 to be executed and distributed as necessary. Budget documentation to be provided to Finance. Agreement to be executed and forwarded to Pitney Bowes for execution and return of fully executed copy.**

IX. INFORMATIONAL AGENDA:

1. Monthly financial report for the period ending April, 2014. (Assistant City Manager/Finance Director)

2. Contingency report as of May 1, 2014. (Assistant City Manager/Finance Director)

3. Cumulative purchase approvals over $25,000 and under $50,000 for the period 10/1/13 to 04/30/14. (Assistant City Manager/Finance Director)

4. Local Business Tax Receipt Report for the period of May 2 through May 15, 2014. (Community Services Director)

5. Cocoa Police Department district events data for the month of April, 2014. (Acting Chief of Police)

Office of the City Clerk

Joan Clark, MMC, City Clerk
65 Stone Street
Cocoa, Florida 32922
(321) 433-8488- phone
(321) 433-8455 – facsimile

CITY COUNCIL AGENDA ITEM

MEMO DATE: May 12, 2014
AGENDA DATE: May 27, 2014
PREPARED BY: Carie E. Shealy, CMC, Assistant City Clerk
THROUGH: Joan Clark, MMC, City Clerk

REQUESTED ACTION: Approval of a multi-year contract with Pitney Bowes for the lease of the DM 475 Mailing System and approve a Resolution amending the FY 2014 budget.

BACKGROUND:

The City of Cocoa is currently under lease # 533059-002 with Pitney Bowes for the DM 575 Automatic Mail Machine. The lease expires on September 30, 2014. If approved and the contract is signed by June 30, 2014, the new equipment can be installed now and the new lease would commence on June 30, 2014.

The option that has been chosen is comparable to the city's current mail machine. The DM 475 WOW Automated Mailing System would be $242 for 60 month lease, and would have the following options:

- IntelliLInk Interface
- Accounting (50 department) software
- E-Return Receipt Rates
- 10 lb Integrated Weighing scale
- USB Hub
- Confirmation Services Training
- Integrated Weighing Platform
- Barcode Scanner
- pbSmartPostage Free
- IntelliLInk Subscription

Furthermore, there were a total of 1,496 pieces of certified mail with return receipt that were sent within the last year. With the updated machine, the City would save $1.35 per piece of certified mail by having the capability of doing this electronically. Switching to the E-Return Receipt saves the City over $2,000 per year or $168 per month. The new machine would also save staff time, as the machine weighs mail as it is sent through. Currently, each piece of mail has to be weighed separately to make sure that the correct postage is applied. More importantly, as of July 2014 the grace period for the new mailing rates will end, and the City will be paying the commercial rate if the machine is not updated.

BUDGETARY IMPACT:

The City currently pays $228.83 per month from account 001-1600-513-44-00 Rentals and Leases, and under the new lease the City would pay $242.00 per month from the same account. This is a difference of $13.17 per month; however, there would be a savings of $1.35 per piece of Certified mail, and staff time. Funds will be transferred from the City Clerk's Postage account 001-1101-512.42-00 to 001-1600-513-44-00 Rentals and Leases in order to cover a shortage of $40.00 through the end of this fiscal year.

PREVIOUS ACTION:

The City last renewed the lease with Pitney Bowes for the current mail machine on August 11, 2010 for 48 months.

REVIEWED BY:

Reviewed by City Manager: John A. Titkanich, Jr. 5/20/14
John A. Titkanich, Jr., AICP

Reviewed by Assistant City Manager/
Finance Director: J Butler 5.20.14
for Micki Abdi

Reviewed by City Attorney: 5/20/14
Anthony Garganese

Reviewed by City Clerk: Joan Clark 5/14/14
Joan Clark

Reviewed by Finance Manager: J Butler 5.13.14
Teri Butler

Reviewed by Purchasing Manager: 5/20/14
Hank Rowan

RECOMMENDATION:

To approve a multi-year contract with Pitney Bowes for the lease of the DM 475 Mailing System.



Pitney Bowes

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State of Florida Contract #600-760-07-01 Order Form

Agreement Number

Your Business Information

CITY OF COCOA FINANCE DEPT		(X)	
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
65 STONE ST	COCOA	FL	32922-7982
Billing Address	City	State	Zip+4
	3214338633	21016907863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
65 STONE ST	COCOA	FL	32922-7982
Installation Address (If different than billing address)	City	State	Zip+4
City Clerks Office	321 433 8481	19037760204	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Lynn Smith / Toni Clark	Susan Young		
Please note any special billing requirements here	Invoice Attention of	Customer PO #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	DM575 Digital Mailing System
1	IntelliLink Interface / PSD for DM500-DM1100
1	INVIEW Accounting - 50 Accounts
1	5 lb Integrated Weighing
1	5 lb Integrated Weighing Platform
1	IntelliLink Subscription

Check items to be included in customer's payment

Service Level Agreement

[X] *Provides Standard SLA with Training*

[ ] Software Maintenance (additional terms apply)

Provides revision updates and technical assistance

[X] Soft-Guard® Subscription

Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] IntelliLink® Subscription/Meter Rental/Value Based Services

Provides simplified billing and includes postage resets

( ) Value Based Services
( ) Purchase Power Receive an invoice for postage , consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount*
First	48	$228.83

( ) Required Advanced check of $0.00 received.
( ) Tax Exempt certificate attached

**Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period*

Your Acknowledgement

By your signature below, you are entering into a lease Agreement pursuant to the terms and conditions of the State Contract #600-760-07-1

(X) Ric Holt	8/11/10	
Signature	Date	
(X) Ric Holt	CITY MANAGER	RHOLT@COCOAFL.ORG
Print Name	Title	Email Address
rene wright	0	
Account Rep	District Office	PBGFS Acceptance

Florida (Rev. 5/07)

Equipment Vendor : Pitney Bowes Inc.

DM475 Investment Options

- ✓ DM475 WOW Automatic Mailing System with Interfaced 10 lb. Scale
- ✓ Shape Based Rating Module
- ✓ 50 Departmental Accounting
- ✓ E-Return Receipt Feature with Barcode Scanner
- ✓ Professional Installation & Operator Training
- ✓ All Hardware Maintenance (service, parts & labor)
- ✓ All rate updates

Switching to Electronic Return Receipt Saves the City of Cocoa over $2,000 per year or $168 per month!!

State of Florida Contract Investment Breakdown:

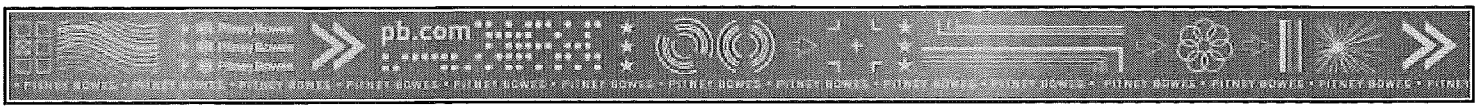
48 months @ $260 per month

60 months @ $242 per month

If new contract is signed by 6/30/14, new lease will commence 6/30/14.

Pitney Bowes

Engineering the flow of communication™



Pitney Bowes

Engineering the flow of communication™

State of Florida Contract #600-760-11-1
Order Form

Agreement Number

Your Business Information

CITY OF COCOA FINANCE DEPT

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
65 STONE ST	COCOA	FL	32922-7982
Billing Address	**City**	**State**	**Zip+4**
		21016907863	
Billing Contact Name	**Billing Contact Phone #**	**Billing CAN #**	
65 STONE ST	COCOA	FL	32922-7982
Installation Address (If different than billing address)	**City**	**State**	**Zip+4**
		19037760204	
Installation Contact Name	**Installation Contact Phone #**	**Installation CAN #**	
Please note any special billing requirements here	**Invoice Attention of**	**Customer PO #**	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 3
1	DM475 Digital Mailing System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C
1	Accounting (50 Dept) Software
1	e-Return Receipt Rates
1	10 lb Integrated Weighing
1	USB Hub
1	Confirmation Services Training
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	Barcode Scanner
1	IntelliLink Subscription

Check items to be included in customer's payment

Service Level Agreement

[X] *Provides Standard SLA with Training*

[ ] **Software Maintenance (additional terms apply)**

Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription**

Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] **IntelliLink® Subscription/Meter Rental/Value Based Services**

Provides simplified billing and includes postage resets

(x) **Value Based Services**
( ) **Purchase Power** Receive an invoice for postage , consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount*
First	60	$242.00

( ) Required Advanced check of $0.00 received.
( ) Tax Exempt certificate attached

** Does not include any applicable sales taxes & Payment plans begin after any applicable Prorated Usage Period*

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

Signature	Date	
Print Name	**Title**	**Email Address**
Beth A. MacConnell	109	
Account Rep	**District Office**	**PBGFS Acceptance**

RESOLUTION NO. 2014-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2014; 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, 2013, and ending on September 30, 2014, at a regular meeting held on September 24, 2013; 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 2013-2014 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of May, 2014.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Joan Clark, City Clerk

City of Cocoa Budget Adjustment Form FY 2014

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 1525 DATE PREPARED: 05/13/14

'FROM' ACCOUNT(S):

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$(40)	001-1101-512.42-00		POSTAGE & FREIGHT	$ 2,400	$ 2,400	$ 2,360	$ 1,172
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
-$40	TOTAL						

'TO' ACCOUNT(S):

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$40	001-1600-513.44-00		RENTALS AND LEASES	$ 3,346	$ 3,346	$ 3,386	$ 40
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
$40	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of cost savings to cover new Pitney Bowes multi-year lease.

COUNCIL APPROVAL REQUIRED? *YES* ◉ *NO* ○ DATE APPROVED: 5/27/14 RESOLUTION #: 2014-048

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

Requestor's Signature — Date: 5/13/14

Finance Approval Signature — Date: 13 May 14

Finance Dir./Asst. CM's Signature — Date

Director's Signature — Date: 5/13/14

Finance Manager 's Signature — Date: 5.13.14

City Manager's Signature — Date

FINANCE USE ONLY:

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

Approved 07/13

Legislation Details (With Text)

File #:	19-267	**Version:**	1	**Name:**	May, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/3/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 05/31/2019.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 05.31.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 3, 2019
Agenda Date:	June 26, 2019
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 05/31/2019**.**

BACKGROUND:

The following reports for the period October 01, 2018 through May 31, 2019 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-18 thru 05-31-19

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 20

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-18 thru 05-31-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP
73731	11/5/2018	Ring Power	$ 42,589.00	10/30/2018	John A. Titkanich, Jr. AICP
73786	11/14/2018	Insource Software	$ 38,939.70	11/9/2018	John A. Titkanich, Jr. AICP
73826	11/20/2018	Champion Solutions	$ 44,674.22	11/19/2018	John A. Titkanich, Jr. AICP
73848	11/27/2018	Carollo Engineers Inc.	$ 45,370.99	11/21/2018	John A. Titkanich, Jr. AICP
73906	12/4/2018	Pro Co Inc.	$ 35,280.00	12/4/2018	John A. Titkanich, Jr. AICP
73926	12/7/2018	S&L Materials	$ 35,000.00	12/6/2018	John A. Titkanich, Jr. AICP
73977	12/12/2018	Robinson Equipment	$ 37,423.13	12/11/2018	John A. Titkanich, Jr. AICP
74015	12/26/2018	Ferguson Enterprises Inc.	$ 42,800.00	12/21/2018	John A. Titkanich, Jr. AICP
74097	1/14/2019	Bussen Mayer Engineering Group	$ 37,515.00	1/14/2019	John A. Titkanich, Jr. AICP
74152	1/25/2019	CH2M Hill Engineers Inc.	$ 39,606.00	1/24/2019	John A. Titkanich, Jr. AICP
74153	1/25/2019	CDM Smith Inc.	$ 42,680.00	1/24/2019	John A. Titkanich, Jr. AICP
74186	2/1/2019	CDM Smith Inc.	$ 40,960.00	1/31/2019	John A. Titkanich, Jr. AICP
74249	2/13/2019	Carollo Engineers Inc.	$ 38,540.00	2/13/2019	John A. Titkanich, Jr. AICP
74412	3/19/2019	Tyler Technologies	$ 43,256.00	3/19/2019	John A. Titkanich, Jr. AICP
74413	3/19/2019	CH2M Hill Engineers Inc.	$ 40,611.00	3/19/2019	John A. Titkanich, Jr. AICP
74421	3/21/2019	DMD Consultants	$ 49,984.00	3/21/2019	John A. Titkanich, Jr. AICP

20 Purchase Order Approved by City Manager

Prepared by Purchasing 6/3/2019

Purchase Order Approvals 10-01-18 thru 05-31-19
$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 6/3/2019

Purchase Order Approvals 10-01-18 thru 05-31-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council
73711	11/5/2018	Empire Computing	$ 47,876.80	10/10/2018	City Council
73714	11/5/2018	Florida Power & Light	$ 35,270.00	10/10/2018	City Council
73723	11/5/2018	Sunstate Meter and Supply	$ 35,836.00	10/28/2014	City Council
73728	11/5/2018	FL Dept of Corrections	$ 43,122.75	12/2/2017	City Council
73759	11/7/2018	Sunstate Meter and Supply	$ 43,350.00	10/28/2014	City Council
73903	12/4/2018	Integrity Public Finance	$ 37,500.00	11/28/2019	City Council
73969	12/12/2018	Alan Jay Chevrolet	$ 39,291.25	11/28/2018	City Council
74017	12/26/2018	Space Coast Auto Supply	$ 37,200.00	7/24/2018	City Council
74037	12/26/2018	JSR Enterprises	$ 47,334.00	7/24/2018	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 6/3/2019

Legislation Details (With Text)

File #:	19-291	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/12/2019			**In control:**	City Council
On agenda:	6/26/2019			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May FY 2019 EXPENSE Budget Tracking Worksheet.pdf May FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2019
Agenda Date: June 26, 2019
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 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 2019 thru May 30, 2019.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
01/10/19	001-1000-511.52-00	($100)	BA #44 - BUSINESS CARDS FOR NEW COUNCIL MEMBERS		1285
	001-1000-511.47-00	$100			
04/30/19	001-1000-511.48-00	($203)	BA #72 - MARCH CLEANUP FLOWER PURCHASE		2823
	001-1000-511.49-00	$203			
2 Budget Amendments/Transfers			Division 1000 Total	$0.00	
1100 - CITY MANAGER'S OFFICE					
11/28/18	001-1100-512.49-00	$3,231	BA #21 - WEBSITE ADA COMPLIANCE		655
05/22/19	001-1100-512.24-00	$56	BA# 60 - NEW POSITION DIGITAL COMMUNICATIONS COORDINATOR		3243
	001-1100-512.27-00	$850			
	001-1100-512.21-00	$1,754			
	001-1100-512.22-00	$1,824			
	001-1100-512.23-00	$6,363			
	001-1100-512.12-00	$22,072			
2 Budget Amendments/Transfers			Division 1100 Total	$36,150.00	
1103 - INFORMATION TECHNOLOGY					
01/09/19	001-1103-516.68-10	($8,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1103-516.68-10	($7,059)			
	001-1103-516.64-15	($6,000)			
	001-1103-516.52-00	$21,059			
04/01/19	001-1103-516.52-00	($135)	BA #68 - PROPERTY TAX ON LEASED RICOH COPIERS		2361
	001-1103-516.49-00	$135			
2 Budget Amendments/Transfers			Division 1103 Total	$0.00	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1190 - LEISURE SERVICES					
04/10/19	001-1190-574.23-00	$6,940	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
1 Budget Amendments/Transfers			Division 1190 Total	$6,940.00	
1500 - FINANCE GENERAL ACCOUNTNG					
01/09/19	001-1500-513.64-00	($3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1500-513.52-00	$3,500			
04/10/19	001-1500-513.12-00	($4,495)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1500-513.12-12	$187			
	001-1500-513.27-00	$593			
	001-1500-513.22-00	$3,715			
04/30/19	001-1500-513.52-00	($465)	BA #72 - MARCH CLEANUP BUDGET DOCUMENT COVERS / TABS		2823
	001-1500-513.47-00	$465			
3 Budget Amendments/Transfers			Division 1500 Total	$0.00	
1510 - FINANCE UTILITY ACCOUNTNG					
01/09/19	001-1510-536.34-00	$32,256	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
04/10/19	001-1510-536.27-00	$1,328	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1510-536.21-00	$1,799			
	001-1510-536.22-00	$3,037			
	001-1510-536.13-00	$22,969			
2 Budget Amendments/Transfers			Division 1510 Total	$61,389.00	
1600 - GENERAL OPERATIONS					
11/14/18	001-1600-513.39-00	($6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP		647
	001-1600-513.31-00	$6,000			
11/28/18	001-1600-513.39-00	($10,000)	BA #21 - INTEGRITY FINANCE LLC - TAX EXEMPT CALCULATIONS		942
	001-1600-513.31-00	$10,000			
01/09/19	001-1600-513.39-00	($32,256)	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
03/13/19	001-1600-513.39-00	($8,213)	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1600-513.49-00	$130,000	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-1600-513.39-00	($70,000)	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES		2192

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-1600-513.83-01	$50,000	BA# 70 - LEASE OF CITY PROPERTY / FLORIDA HISTORY MUSEUM		2193
04/10/19	001-1600-513.39-00	($88,112)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1600-513.39-00	($29,133)			
	001-1600-513.39-00	($20,144)			
	001-1600-513.39-00	($6,940)			
04/24/19	001-1600-513.39-00	($109,000)	BA #79 - NON RETAINER FEE PAID TO CITY ATTORNEY		2879
	001-1600-513.31-01	$109,000			
04/30/19	001-1600-513.52-00	($2)	BA #72 - MARCH CLEANUP INCREMENTAL CRA TAXES		2823
	001-1600-513.81-00	$2			
	001-1600-513.31-00	($400)	BA #72 - MARCH CLEANUP LEADERSHIP RETREAT RENTAL		2823
	001-1600-513.44-00	$400			
05/22/19	001-1600-513.39-00	($32,919)	BA# 60 - NEW POSITION DIGITAL COMMUNICATIONS COORDINATOR		3243
12 Budget Amendments/Transfers			Division 1600 Total	($107,717.00)	
1601 - EMERGENCY/DISASTER SVS					
11/28/18	001-1601-525.63-00	$35,074	BA #21 - HURRICANE IRMA DAMAGES		655
01/09/19	001-1601-525.41-00	$2,400	BA #34 - FIRE STATION REPEATER		1322
2 Budget Amendments/Transfers			Division 1601 Total	$37,474.00	
1801 - HUMAN RESOURCES					
01/29/19	001-1801-513.23-00	($1,250)	BA #47 - CONTRACT WORK SAFETY RISK MANAGER		1518
	001-1801-513.34-00	$1,250			
04/01/19	001-1801-513.23-00	($432)	BA #68 - COVER VERIZON BILLS FOR HR REMAINDER FY		2361
	001-1801-513.41-00	$432			
04/10/19	001-1801-513.12-00	($1,558)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1801-513.12-12	$1,558			
3 Budget Amendments/Transfers			Division 1801 Total	$0.00	
1805 - CITY CLERK					
03/13/19	001-1805-513.24-00	$13	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1805-513.21-00	$542			
	001-1805-513.22-00	$585			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-1805-513.12-00	$7,073			
04/10/19	001-1805-513.22-00	$825	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1805-513.21-00	$852			
	001-1805-513.23-00	$7,778			
	001-1805-513.12-00	$10,689			
2 Budget Amendments/Transfers			Division 1805 Total	$28,357.00	
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	($742)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2100-521.46-00	$742			
11/14/18	001-2100-521.64-15	($50,400)	BA #11 - PD LAPTOP REPLACEMENT PROGRAM (NO LONGER CAPITAL)		645
	001-2100-521.52-00	$50,400			
01/09/19	001-2100-521.64-01	($24,879)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-2100-521.64-00	($8,075)			
	001-2100-521.64-00	($3,846)			
	001-2100-521.52-00	$3,846			
	001-2100-521.52-00	$8,075			
	001-2100-521.52-11	$24,879			
04/01/19	001-2100-521.44-00	($6,144)	BA #68 - CORRECT ACCOUNT FOR TASER CARTRIDGE LEASE		2361
	001-2100-521.52-00	$6,144			
04/10/19	001-2100-521.12-00	($25,163)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2100-521.12-06	$1,660			
	001-2100-521.15-00	$2,060			
	001-2100-521.12-12	$21,443			
5 Budget Amendments/Transfers			Division 2100 Total	$0.00	
2101 - POLICE COMMUNICATIONS					
10/25/18	001-2101-521.34-00	($2,772)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2101-521.46-00	$2,772			
04/10/19	001-2101-521.12-00	($7,607)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2101-521.12-12	$7,607			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 2101 Total	$0.00	
2132 - CODE ENFORCEMENT					
10/25/18	001-2132-524.52-00	($85)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2132-524.54-00	$85			
04/10/19	001-2132-524.12-00	($1,307)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2132-524.27-00	$1,307			
04/30/19	001-2132-524.52-00	($50)	BA #72 - MARCH CLEANUP CODE ENFORCEMENT MEMBERSHIP		2823
	001-2132-524.54-00	$50			
3 Budget Amendments/Transfers			Division 2132 Total	$0.00	
2200 - FIRE ADMINISTRATION					
04/01/19	001-2200-522.42-00	$500	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR		2361
04/10/19	001-2200-522.12-00	($1,167)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2200-522.13-00	$1,167			
04/24/19	001-2200-522.56-16	$36,650	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD		2878
3 Budget Amendments/Transfers			Division 2200 Total	$37,150.00	
2201 - FIRE OPERATIONS					
11/28/18	001-2201-522.64-00	$90,520	BA #21 - FIRE TRUCK REFURBISHMENT		655
01/17/19	001-2201-522.64-00	($8,717)	BA #45 - PURCHASE SCBA GEAR - NO LONGER CAPITAL		1384
	001-2201-522.52-00	$8,717			
04/01/19	001-2201-522.42-00	($500)	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR		2361
04/10/19	001-2201-522.12-00	($53,720)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2201-522.21-00	$11,507			
	001-2201-522.13-00	$42,213			
	001-2201-522.12-12	$88,112			
04/30/19	001-2201-522.52-05	($1,700)	BA #72 - MARCH CLEANUP COVER UTILITY BILLS / FPL		2823
	001-2201-522.43-00	$1,700			
	001-2201-522.52-05	($3,963)	BA #72 - MARCH CLEANUP PAY FPL AND FL CITY GAS		2823
	001-2201-522.47-00	($172)			
	001-2201-522.52-10	$365			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-2201-522.43-00	$3,770			
6 Budget Amendments/Transfers			Division 2201 Total	$178,132.00	
3200 - ADMINISTRATION					
11/28/18	001-3200-515.34-02	$77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-3200-515.31-00	$4,888	BA #21 - PARKING STUDY OF COCOA VILLAGE		655
01/09/19	001-3200-515.64-15	($2,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3200-515.64-15	($1,800)			
	001-3200-515.52-00	$4,300			
01/14/19	001-3200-515.12-00	($25,000)	BA #40 - PAY FOR INSPECTION SERVICES DUE TO LACK OF STAFF		1321
	001-3200-515.34-00	$25,000			
03/13/19	001-3200-515.52-00	($30,250)	BA #64 - SOFTWARE LICENSE FOR EAR BASED AMENDMENTS		2134
	001-3200-515.31-00	$30,250			
	001-3200-515.31-00	$25,000	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES		2192
	001-3200-515.34-00	$45,000			
04/01/19	001-3200-515.49-00	$3,000	BA #68 - PAY FOR LEGAL ADS AND RECORDING		2361
04/10/19	001-3200-515.12-00	($11,687)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3200-515.13-00	$1,548			
	001-3200-515.12-12	$10,139			
8 Budget Amendments/Transfers			Division 3200 Total	$155,088.00	
3205 - ECONOMIC DEVELOPMENT					
11/28/18	001-3205-559.31-00	$7,112	BA #21 - CONSULTING FOR HUD LOAN		655
01/23/19	001-3205-559.34-03	$20,000	BA #50 - FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT		1520
03/13/19	001-3205-559.47-00	($40)	BA #46 - STAGE RENTAL FOR ANNUAL ECONOMIC DEVELOPMENT BREAKFAST		2134
	001-3205-559.44-00	$40			
	001-3205-559.48-00	($2,500)	BA #52 - SPONSOR HABITAT FOR HUMANITY WOMEN'S VETERAN HOUSING		2134
	001-3205-559.46-00	($2,000)			
	001-3205-559.47-00	($1,500)			
	001-3205-559.82-01	$6,000			
	001-3205-559.12-00	($4,350)	BA #53 - COVER TAX BILL FOR GROVE AVENUE - CITY OWNS		2134

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-3205-559.49-00	$4,350			
04/01/19	001-3205-559.12-00	($3,000)	BA #68 - PAY FOR LEGAL ADS AND RECORDING		2361
04/10/19	001-3205-559.12-00	($6,656)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3205-559.12-12	$6,656			
7 Budget Amendments/Transfers			Division 3205 Total	$24,112.00	
3500 - ADMINISTRATION					
04/10/19	001-3500-519.14-00	$4	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3500-519.21-00	$42			
	001-3500-519.27-00	$1,880			
1 Budget Amendments/Transfers			Division 3500 Total	$1,926.00	
3510 - STREET MANAGEMENT					
10/10/18	001-3510-541.63-00	($339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	$339,797			
	001-3510-541.63-00	($60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	($25,117)			
	001-3510-541.46-00	$25,117			
	001-3510-541.46-00	$60,203			
11/28/18	001-3510-541.63-00	$15,153	BA #21 - FISKE BLVD COMPLETE STREET		655
	001-3510-541.46-00	$44,988	BA #21 - US1 CORRIDOR LIGHTING		655
03/13/19	001-3510-541.46-00	($5,000)	BA #51 - ADDITIONAL FUNDS DESIGN SERVICES SR520		2134
	001-3510-541.31-00	$5,000			
04/10/19	001-3510-541.23-00	($14,029)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3510-541.12-00	($135)			
	001-3510-541.20-00	$135			
04/30/19	001-3510-541.52-00	($300)	BA #72 - MARCH CLEANUP COST OF LINE LOCATES		2823
	001-3510-541.34-00	$300			
7 Budget Amendments/Transfers			Division 3510 Total	$46,112.00	
3520 - PARKS & BEAUTIFICATION					
12/14/18	001-3520-572.34-00	($14,000)	BA #29 - OVERTIME FOR MOWER & PRESSURE WASHER RENTAL		944

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-3520-572.44-00	$6,000			
	001-3520-572.14-00	$8,000			
	001-3520-572.34-00	($33,456)	BA #30 - MOWING AND MAINTENANCE OF US1 & SR520		944
	001-3520-572.34-09	$33,456			
04/10/19	001-3520-572.12-00	($4,614)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3520-572.12-00	($585)			
	001-3520-572.20-00	$90			
	001-3520-572.12-12	$495			
3 Budget Amendments/Transfers			Division 3520 Total	($4,614.00)	
3540 - PUBLIC WORKS- FLEET MAINT					
11/28/18	001-3540-519.34-00	$8,000	BA #21 - NAPA PARTS CONTRACT		655
04/10/19	001-3540-519.12-00	($1,926)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3540-519.12-00	($50)			
	001-3540-519.20-00	$50			
04/30/19	001-3540-519.55-00	($280)	BA #72 - MARCH CLEANUP COVER REPAIR COSTS FY19		2823
	001-3540-519.46-03	$280			
3 Budget Amendments/Transfers			Division 3540 Total	$6,074.00	
3560 - FACILITY MANAGEMENT					
11/28/18	001-3560-519.46-02	$6,529.00	BA #21 - HEART OF COCOA MEETING ROOM		655
01/09/19	001-3560-519.46-02	$2,800.00	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-3560-519.64-00	($4,000.00)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3560-519.64-00	($3,000.00)			
	001-3560-519.64-00	($2,500.00)			
	001-3560-519.64-00	($1,500.00)			
	001-3560-519.52-00	$11,000.00			
	001-3560-519.34-00	($12,000.00)	BA #34 - UNBUDGETED A/C REPAIR COSTS FOR FY19		1324
	001-3560-519.46-02	$12,000.00			
01/23/19	001-3560-519.52-00	$21,470.00	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
03/13/19	001-3560-519.46-02	($5,000.00)	BA #57 - G4S RISK SERVICES SECURITY SCAN OF COUNCIL		2134

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	001-3560-519.31-00	$5,000.00			
04/10/19	001-3560-519.12-00	($440.00)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3560-519.20-00	$440.00			
7 Budget Amendments/Transfers			Division 3560 Total	$30,799.00	
3580 - CAPITAL PROJECTS MNGMT					
11/28/18	001-3580-519.63-00	$59,390	BA #21 - HURRICANE IRMA DAMAGES		655
	001-3580-519.63-00	$303,900			
01/09/19	001-3580-519.64-00	($28,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3580-519.52-00	$28,000			
04/10/19	001-3580-519.22-00	$352	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3580-519.12-00	$4,262			
	001-3580-519.23-00	$14,029			
3 Budget Amendments/Transfers			Division 3580 Total	$381,933.00	
89 Total Budget Amendments/Transfers			**GENERAL FUND**	**$919,305**	
3240 - HOUSING GRANTS					
11/28/18	103-3240-554.83-00	$350	BA #21 - INSPECTION SERVICES		655
	103-3240-554.83-00	$225	BA #21 - REHAB INSPECTION SERVICES		655
01/10/19	103-3240-554.83-00	($17,833)	BA #39 - PURCHASE 2019 FORD FUSION FOR COMMUNITY SERVICES DIRECTOR		1285
	103-3240-554.64-00	$17,833			
04/10/19	103-3240-554.12-00	($1,363)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	103-3240-554.12-12	$124			
	103-3240-554.13-00	$1,239			
4 Budget Amendments/Transfers			Division 3240 Total	$575.00	
4 Total Budget Amendments/Transfers			**CDBG**	**$575**	
3240 - HOUSING GRANTS					
12/12/18	104-3240-554.83-00	($95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMNT		1031
04/10/19	104-3240-554.12-00	($341)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	104-3240-554.12-12	$31			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	104-3240-554.13-00	$310			
2 Budget Amendments/Transfers			Division 3240 Total	($95,355.00)	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**($95,355)**	
3240 - HOUSING GRANTS					
11/28/18	105-3240-554.83-00	$450	BA #21 - 425 BERNARD APPRAISAL		655
	105-3240-554.34-00	$1,780	BA #21 - HOUSING COUNSELING		655
2 Budget Amendments/Transfers			Division 3240 Total	$2,230.00	
2 Total Budget Amendments/Transfers			**SHIP / COCOA HOUSING TRUST**	**$2,230**	
3230 - CRA ADMIN/OPERATIONS					
11/28/18	110-3230-559.31-00	$6,075	BA #21 - CONSULTANT SERVICES		655
	110-3230-559.63-00	$2,000	BA #21 - LEE WENNER PARK		655
	110-3230-559.83-00	$7,000	BA #21 - OLEANDER STREET FACADE GRANT		655
12/20/18	110-3230-559.52-00	($200)	BA #15 - FUNDS NOT BUDGETED FOR CHARLENE NEUTERMAN CELL PHONE		1033
	110-3230-559.41-00	$200			
	110-3230-559.63-00	($95,000)	BA #33 - MOVE FUNDS TO NEW PROJECT NUMBER FOR TDOCK		1032
	110-3230-559.63-00	$95,000			
01/09/19	110-3230-559.39-00	($2,000)	BA #34 - LABOR FOR CAMERA NOT IN ORIGINAL QUOTE		1324
	110-3230-559.64-15	$2,000			
02/21/19	110-3230-559.34-00	($10,000)	BA #58 - SECURITY LIGHTS AT LEE WENNER PARK & LEGAL FEES		1844
	110-3230-559.40-00	($2,478)			
	110-3230-559.55-00	($1,051)			
	110-3230-559.31-01	$3,529			
	110-3230-559.63-00	$10,000			
	110-3230-559.39-00	($140,000)	BA #59 - MOVE CONTINGENCY FOR CRA ASSESSMENTS		1844
	110-3230-559.31-00	$140,000			
05/16/19	110-3230-559.39-00	($91,500)	BA #71 - MOVE FUNDS FOR NEW CIVIC CENTER ANALYSIS		3088
	110-3230-559.31-00	$91,500			
	110-3230-559.39-00	($28,500)	BA #73 - COVER ISS TASK ORDER / NEW CIVIC CENTER		3088

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	110-3230-559.31-00	$28,500			
	110-3230-559.39-00	($234,490)	BA #82 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3088
	110-3230-559.63-00	($50,000)			
	110-3230-559.63-00	($45,000)			
	110-3230-581.91-32	$329,490			
05/29/19	110-3230-559.42-00	($9)	BA #76 - INSURANCE COSTS FOR BREVARD CRA PROPERTY		3241
	110-3230-559.45-00	$9			
12 Budget Amendments/Transfers			Division 3230 Total	$15,075.00	
12 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$15,075**	
3230 - CRA ADMIN/OPERATIONS					
11/19/18	111-3230-559.63-00	($60,000)	BA #6 - WOMEN'S VETERAN HOUSING - MOVE FUNDS		567
	111-3230-559.34-00	$60,000			
12/03/18	111-3230-559.52-00	($300)	BA #16 - CELL PHONE FOR CHARLENE NEUTERMAN		724
	111-3230-559.41-00	$300			
12/31/18	111-3230-559.64-00	($3,051)	BA #24 - MOVE FUNDS DUE TO CAPITAL THRESHOLD INCREASE		1129
	111-3230-559.42-00	$295			
	111-3230-559.52-00	$2,756			
02/21/19	111-3230-559.55-00	($800)	BA #56 - HABITAT FOR HUMANITY APPRAISAL & CLOSING COST		1844
	111-3230-559.40-00	($280)			
	111-3230-559.31-00	$1,080			
4 Budget Amendments/Transfers			Division 3230 Total	$0.00	
4 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
05/02/19	112-3230-559.34-00	($90)	BA #77 - COVER INSURANCE COSTS TWO CITY PROPERTIES		2880
	112-3230-559.45-00	$90			
1 Budget Amendments/Transfers			Division 3230 Total	$0.00	
1 Total Budget Amendments/Transfers			**CRA US 1 CORRIDOR**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/18	141-2100-521.52-00	$5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-2100-521.52-00	$7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2 Budget Amendments/Transfers			Division 2100 Total	$12,488.00	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$12,488**	
3580 - CAPITAL PROJECTS MNGMT					
01/09/19	301-3580-519.62-00	($2,800)	BA #34 - REPLENISH DEPARTMENT BUDGET		1324
	301-3580-581.91-01	$2,800			
01/30/19	301-3580-519.62-00	($17,360)	BA #42 - MOVE FUNDS TO COVER ARCHITECT SVCS		1543
	301-3580-519.31-00	$17,360			
04/30/19	301-3580-519.62-00	($7,000)	BA #72 - MARCH CLEANUP CIVIL ENGINEERING SERVICE		2823
	301-3580-519.31-00	$7,000			
3 Budget Amendments/Transfers			Division 3580 Total	0	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
04/29/19	302-3580-519.63-00	($1,719,250)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	302-3580-572.63-04	$1,719,250			
05/08/19	302-3580-572.63-01	$149,200	BA #84 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3091
	302-3580-572.63-03	$180,290			
	302-3580-572.63-03	$25,000	BA #85 - ACCEPT TWO FIND GRANTS FOR RIVERFRONT		3093
	302-3580-572.63-01	$200,000			
	302-3580-572.63-04	$427,100			
3 Budget Amendments/Transfers			Division 3580 Total	$981,590.00	
3 Total Budget Amendments/Transfers			**RIVERFRONT / LEE WENNER PARK**	**$981,590**	
3580 - CAPITAL PROJECTS MNGMT					
04/29/19	303-3580-519.63-00	($1,500,000)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	303-3580-541.63-00	$1,500,000			
1 Budget Amendments/Transfers			Division 3580 Total	$0.00	
1 Total Budget Amendments/Transfers			**FISKE BLVD COMPLETE STREETSCAPE**	**$0**	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1515 - UTILITY SUPPORT SERVICES					
01/09/19	421-1515-536.46-00	$700	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-1515-536.46-00	$2,900			
	421-1515-536.64-15	($4,483)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-1515-536.64-15	($2,799)			
	421-1515-536.64-15	($1,684)			
	421-1515-536.46-00	$2,038			
	421-1515-536.52-00	$2,445			
	421-1515-536.52-00	$4,483			
	421-1515-536.34-00	$2,900	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE		1324
04/01/19	421-1515-536.52-00	($4,483)	BA #68 - REVERSING BAF #34 - ENTERED TWICE		2361
	421-1515-536.64-15	$4,483			
04/10/19	421-1515-536.34-00	($4,000)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	421-1515-536.46-00	($3,161)			
	421-1515-536.34-00	($2,900)			
	421-1515-536.12-00	($373)			
	421-1515-536.20-00	$373			
	421-1515-536.46-03	$3,161			
	421-1515-536.52-00	$4,000			
5 Budget Amendments/Transfers			Division 1515 Total	$3,600.00	
4010 - WATER ADMINISTRATION					
10/10/18	421-4010-536.39-00	($119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
11/14/18	421-4010-536.39-00	($6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP		647
	421-4010-536.31-00	$6,000			
11/28/18	421-4010-536.31-00	$1,800	BA #21 - BOND CERTIFICATION		655
	421-4010-536.31-00	$88	BA #21 - FDEP VIOLATION INSERTS		655
	421-4010-536.31-00	$28,740	BA #21 - REQUIRED EPA TESTING		655
12/31/18	421-4010-536.31-00	($1,110)	BA #35 - COVER INCREASE IN VEHICLE PURCHASE COST		1129
	421-4010-536.64-00	$1,110			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/19	421-4010-536.39-00	($78,476)	BA #34 - COSTS NOT BUDGETED IN FY19	1324
	421-4010-536.39-00	($112,490)	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT	1324
	421-4010-536.39-00	$22,799	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4010-536.64-15	($500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4010-536.52-00	$500		
	421-4010-536.39-00	($2,900)	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE	1324
04/10/19	421-4010-536.39-00	($399,499)	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED	2673
	421-4010-581.91-25	($16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4010-536.39-00	($194,541)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4010-536.12-00	($3,046)		
	421-4010-536.20-00	$600		
	421-4010-536.27-00	$769		
	421-4010-536.12-12	$1,677		
	421-4010-536.39-00	$2,900		
05/22/19	421-4010-536.39-00	($26,000)	BA# 22 - CONTRACT WITH PUBLIC FINANCE LLC YEAR 1	3242
	421-4010-536.31-00	$26,000		
15 Budget Amendments/Transfers			Division 4010 Total ($867,427.00)	
4020 - DYAL PLANT				
10/29/18	421-4020-536.63-00	($42,362)	TRANSFER FOR OFF SCOPE SERVICES	299
11/28/18	421-4020-536.63-00	($506,413)	BA #20 - AUTOMATIC TRANSFER SWITCH	654
	421-4020-536.63-00	($600,000)	BA #20 - DYAL SURFACE WATER WELL	654
	421-4020-536.63-00	($500,000)	BA #20 - FILTER REHAB 1-5	654
	421-4020-536.46-00	$3,380	BA #21 - BUBBLER BOX GROUNDWATER	655
	421-4020-536.55-00	$8,035	BA #21 - ELECTRICAL SAFETY EDUCATION PROGRAM	655
	421-4020-536.63-00	$507,254	BA #21 - FILTERS #5 & #6	655
	421-4020-536.63-00	$37,850	BA #21 - SCADA SERVER REPLACEMENT	655
	421-4020-536.46-00	$6,395	BA #21 - SEWAGE GRINDER	655
	421-4020-536.42-00	$500	BA #21 - SHIPPING	655
	421-4020-536.63-00	$22,131	BA #21 - TCR ATS / PUMP CONTROL	655

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/18	421-4020-536.63-00	($229,496)	BA #26 - REPLACE TWO HVAC CHILLERS FOR DYAL WTP		1030
	421-4020-536.63-00	$229,496			
12/14/18	421-4020-536.64-00	($47,334)	BA #28 - DYAL WTP REPLACE DIESEL FUEL TANK BANANA RIVER		943
	421-4020-536.64-00	$47,334			
01/09/19	421-4020-536.63-00	$78,476	BA #34 - COSTS NOT BUDGETED IN FY19		1324
	421-4020-536.64-00	($6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4020-536.64-00	($4,200)			
	421-4020-536.64-00	($4,000)			
	421-4020-536.52-00	$14,200			
	421-4020-536.63-00	$506,413	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
04/01/19	421-4020-536.64-00	($40,611)	BA #68 - ADD FUNDS FOR CAL FLO INJECTION POINT		2361
	421-4020-536.63-00	$40,611			
04/10/19	421-4020-536.63-00	$506,413	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	421-4020-536.12-00	($2,325)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	421-4020-536.20-00	$215			
	421-4020-536.12-12	$2,110			
	421-4020-536.63-00	$42,362			
05/22/19	421-4020-536.63-00	($20,504)	BA# 81 - REPAIRS NEEDED FOR DYAL HVAC PROJECTS		3244
	421-4020-536.46-02	($1,342)			
	421-4020-536.63-00	$21,846			
20 Budget Amendments/Transfers			Division 4020 Total	$70,434.00	
4025 - WATER FIELD OPERATIONS					
10/10/18	421-4025-536.46-00	$119,034	BAF#1 - CONE ROAD DRAINAGE IMPROVEMENTS - WS17CD		132
11/28/18	421-4025-536.46-00	$2,855	BA #21 - CONE ROAD PROJECT		655
	421-4025-536.46-00	$2,208	BA #21 - EAST COAST CC FIRELINE		655
	421-4025-536.46-00	$4,268	BA #21 - METER STATION		655
	421-4025-536.46-00	$357,878	BA #21 - ROAD RESTORATION		655
	421-4025-536.46-00	$52,265	BA #21 - VALVE IMPROVEMNT		655
	421-4025-536.46-00	$116,131			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
	421-4025-536.46-00	$1,650	BA #21 -PIPING FOR WILSON STREET FORCE MAIN	655
01/09/19	421-4025-536.46-00	($90,389)	BA #34 - ADJUST PROFFESIONAL FEE DUE TO BUDGETARY OVERAGE	1324
	421-4025-536.31-03	$90,389		
	421-4025-536.64-15	($13,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4025-536.52-00	$13,500		
04/10/19	421-4025-536.12-00	($3,638)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4025-536.20-00	$310		
	421-4025-536.12-12	$3,328		
	421-4025-536.22-00	$194,541		
04/30/19	421-4025-536.52-00	($780)	BA #72 - MARCH CLEANUP COVER ADDITIONAL TRAINING	2823
	421-4025-536.55-00	$780		
05/22/19	421-4025-536.46-00	($63,226)	BA# 91 - EMERGENCY AIR CONDITIONER REPLACEMENT AT UTILITIES	3245
	421-4025-536.64-00	$63,226		
12 Budget Amendments/Transfers			Division 4025 Total	$850,830.00
4055 - ENGINEERING				
10/29/18	421-4055-536.63-00	$42,362	TRANSFER FOR OFF SCOPE SERVICES	299
11/14/18	421-4055-536.63-00	($325,116)	BA #17 - CIP PROJECTS COVERED UNDER BOND	648
	421-4055-536.63-00	$325,116		
11/28/18	421-4055-536.63-00	($400,000)	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT	654
	421-4055-536.63-00	($5,200,000)	BA #20 - DYAL CHEMICAL CONVERSION	654
	421-4055-536.63-00	($330,000)	BA #20 - DYAL GROUNDWATER WTP REACTOR	654
	421-4055-536.63-00	($974,656)	BA #20 - FISKE BLVD PIPELINE REPLACEMENT	654
	421-4055-536.63-00	($698,664)	BA #20 - MICHIGAN AVENUE FORCE MAIN	654
	421-4055-536.63-00	($10,062,500)	BA #20 - PINEDA CROSSING	654
	421-4055-536.63-00	($2,461,274)	BA #20 - PIPE INFRASTRUCTURE	654
	421-4055-536.63-00	($1,997,743)	BA #20 - RAW WATER PIPELINE UPGRADE	654
	421-4055-536.68-10	$35,118	BA #21 - CAPITAL PLAN - WATER	655
	421-4055-536.63-00	$77,906	BA #21 - GW/SW CLEARWELL	655
	421-4055-536.63-00	$5,497	BA #21 - INDUSTRIAL PARK PUMP STATION	655

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
	421-4055-536.63-00	$209,868		
	421-4055-536.63-00	$420,316		
	421-4055-536.31-00	$34,307	BA #21 - INSPECTION OF FIBER OPTIC CABLE	655
	421-4055-536.63-00	$33,785	BA #21 - MICHIGAN AVENUE FORCE MAIN EXTENSION	655
	421-4055-536.63-00	$6,429	BA #21 - SR 520	655
	421-4055-536.63-00	$488	BA #21-CHASE/ NORTH TROPICAL TRAIL LOOPING IMPROVEMENTS	655
01/09/19	421-4055-536.64-15	($3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4055-536.64-15	($1,800)		
	421-4055-536.52-00	$5,300		
	421-4055-536.63-00	$2,741	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4055-536.63-00	$35,720		
	421-4055-536.63-00	$2,326,022		
04/10/19	421-4055-536.63-00	$3,906	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4055-536.63-00	$507,254		
	421-4055-536.63-00	($42,362)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4055-536.12-00	($4,033)		
	421-4055-536.12-12	$4,033		
04/30/19	421-4055-536.68-10	($1,420)	BA #72 - MARCH CLEANUP PORTABLE METER KITS	2823
	421-4055-536.52-00	$1,420		
22 Budget Amendments/Transfers			Division 4055 Total ($18,425,480.00)	
4120 - WATER RECLAMATION				
11/01/18	421-4120-536.46-00	($150)	BA #10 - COVER PRINTING FOR SELLERS WORK ORDERS	346
	421-4120-536.47-00	$150		
11/28/18	421-4120-536.63-00	($2,836,250)	BA #20 - JERRY SELLERS FLOW	654
	421-4120-536.63-00	($130,000)	BA #20 - REPLACE RUSTED CONNECTIONS	654
	421-4120-536.63-00	($130,000)	BA #20 - SPALLING REPAIR OF FILTER	654
	421-4120-536.63-00	$219,098	BA #21 - BNR IMPROVEMENTS	655
	421-4120-536.63-00	$72,799	BA #21 - CAROLLO TASK ORDER 2018-03	655
	421-4120-536.63-00	$76,528	BA #21 - MCC 1-6 IMPROVEMENTS	655

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
	421-4120-536.46-00	$8,445	BA #21 - REPLACE WASTE WATER PUMP	655
01/09/19	421-4120-536.63-00	($22,799)	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4120-536.64-00	($6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4120-536.64-00	($5,000)		
	421-4120-536.52-00	$5,000		
	421-4120-536.52-00	$6,000		
	421-4120-536.63-00	$45,243	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4120-536.63-00	$49,576		
	421-4120-536.63-00	$128,132		
	421-4120-536.63-00	$155,000		
03/13/19	421-4120-536.46-00	($5,133)	BA #54 - NEW A/C UNITS FOR SELLERS & SHOE ALLOWANCE	2134
	421-4120-536.52-00	($1,247)		
	421-4120-536.42-00	$200		
	421-4120-536.20-00	$225		
	421-4120-536.64-00	$5,955		
04/10/19	421-4120-536.23-00	($1,536)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4120-536.12-12	$34		
	421-4120-536.20-00	$127		
	421-4120-536.12-00	$1,413		
	421-4120-536.23-00	$1,536		
	421-4120-536.27-00	$2,693		
	421-4120-536.13-00	$3,251		
05/08/19	421-4120-536.31-03	($34,347)	BA #83 - COVER TASK ORDER FOR SCADA PROGRAMMING	3090
	421-4120-536.46-00	$34,347		
14 Budget Amendments/Transfers			Division 4120 Total	($2,356,710.00)
4125 - SEWER FIELD OPERATIONS				
11/28/18	421-4125-536.63-00	($400,000)	BA #20 - CIPP REHABILITATION	654
	421-4125-536.46-00	$49,929	BA #21 - MANHOLE ASSESSMENT	655
	421-4125-536.46-00	$22,870	BA #21 - REPLACE LIFT STATION PUMPS	655

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	421-4125-536.46-00	$75,000	BA #21 - RESTORATION SERVICES		655
01/09/19	421-4125-536.46-00	$112,490	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT		1324
04/10/19	421-4125-536.46-00	$399,499	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED		2673
	421-4125-536.12-00	($7,518)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
04/30/19	421-4125-536.52-00	($2,374)	BA #72 - MARCH CLEANUP CONFINED SPACE TRAINING		2823
	421-4125-536.55-00	$2,374			
8 Budget Amendments/Transfers			Division 4125 Total	$252,270.00	
96 Total Budget Amendments/Transfers			**WATER / SEWER ENTERPRISE**	**($20,472,483)**	
3570 - STORMWATER UTILITY					
11/28/18	423-3570-538.31-00	$660	BA #21 - CARRY FORWARD FROM FY17		655
	423-3570-538.63-00	$3,703	BA #21 - CURB / GUTTER / SIDEWALK REPLACEMENT		655
	423-3570-538.63-00	$3,258	BA #21 - FISKE BLVD COMPLETE STREETS		655
	423-3570-538.46-03	$4,708	BA #21 - REPAIR OF CASE BACKHOE		655
01/23/19	423-3570-538.31-00	$65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-3570-538.31-00	$34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
04/10/19	423-3570-538.63-00	($200,000)	BA #74 - CURED IN PLACE PIPE LINING NOT BUDGETED		2620
	423-3570-538.63-00	$200,000			
	423-3570-538.39-00	($2,251)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	423-3570-538.21-00	$447			
	423-3570-538.27-00	$1,804			
04/30/19	423-3570-538.46-00	($456)	BA #72 - MARCH CLEANUP TEMPORARY METER INSTALL		2823
	423-3570-538.43-00	$456			
05/22/19	423-3570-538.63-00	($60,000)	BA# 92 - STORMWATER AREA ANALYSIS FOR TIERED RATES		3246
	423-3570-538.31-00	$60,000			
10 Budget Amendments/Transfers			Division 3570 Total	$111,776.00	
10 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$111,776**	
4010 - WATER ADMINISTRATION					
01/09/19	426-4010-581.91-21	$2,870,896	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 4010 Total	$2,870,896.00	
4020 - DYAL PLANT					
11/28/18	426-4020-536.63-00	$506,413	BA #20 - AUTOMATIC TRANSFER SWITCH		654
	426-4020-536.63-00	$600,000	BA #20 - DYAL SURFACE WATER WELL		654
	426-4020-536.63-00	$500,000	BA #20 - FILTER REHAB 1-5		654
01/09/19	426-4020-536.63-00	($506,413)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
04/10/19	426-4020-536.63-00	($506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-4020-536.63-00	($3,906)			
5 Budget Amendments/Transfers			Division 4020 Total	$589,681.00	
4055 - ENGINEERING					
11/28/18	426-4055-536.63-00	$400,000	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	426-4055-536.63-00	$5,200,000	BA #20 - DYAL CHEMICAL CONVERSION		654
	426-4055-536.63-00	$330,000	BA #20 - DYAL GROUNDWATER WTP REACTOR		654
	426-4055-536.63-00	$974,656	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	426-4055-536.63-00	$698,664	BA #20 - MICHIGAN AVE FORCE MAIN		654
	426-4055-536.63-00	$10,062,500	BA #20 - PINEDA CROSSING		654
	426-4055-536.63-00	$2,461,274	BA #20 - PIPE INFRASTRCTURE		654
	426-4055-536.63-00	$1,997,743	BA #20 - RAW WATER PIPELINE UPGRADE		654
12/12/18	426-4055-536.63-00	($1,231,049)	BA #27 - MOVE FUNDS TO NORTH TROPICAL TRAIL PROJECT		1029
	426-4055-536.63-00	$1,231,049			
01/09/19	426-4055-536.63-00	($2,326,022)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
	426-4055-536.63-00	($35,720)			
	426-4055-536.63-00	($2,741)			
10 Budget Amendments/Transfers			Division 4055 Total	$19,760,354.00	
4120 - WATER RECLAMATION					
11/28/18	426-4120-536.63-00	$2,836,250	BA #20 - JERRY SELLERS FLOW		654
	426-4120-536.63-00	$130,000	BA #20 - REPLACE RUSTED CONNECTIONS		654
	426-4120-536.63-00	$130,000	BA #20 - SPALLING REPAIR OF FILTER		654

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/16/19	426-4120-536.63-00	($130,000)	BA #37 - MOVE BOND FUNDS TO DIFFERENT CAPITAL PROJECTS		3087
	426-4120-536.63-00	$130,000			
4 Budget Amendments/Transfers			Division 4120 Total	$3,096,250.00	
4125 - SEWER FIELD OPERATIONS					
11/28/18	426-4125-536.63-00	$400,000	BA #20 - CIPP REHABILITATION		654
1 Budget Amendments/Transfers			Division 4125 Total	$400,000.00	
21 Total Budget Amendments/Transfers			**W/S CAPITAL PROJECTS 2018B**	**$26,717,181**	

 # Transfers & Amendments between 10/1/2018 and 5/31/2019 **$8,192,382**

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 Worksheets\FY 2019 - Budget Tracking Worksheets\FY 2019 EXPENSE Budget Tracking Worksheet.imr ran by Database User

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FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	001-0000-331.50-03	$77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-0000-389.99-50	$578,785	BA #21 - FUND BALANCE RESERVES		655
01/09/19	001-0000-381.91-30	$2,800	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-0000-389.99-50	$2,400	BA #34 - FIRE STATION REPEATER		1322
01/23/19	001-0000-389.99-50	$21,470	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
	001-0000-334.50-04	$20,000	BA #50 - FLORIDA DEPT. OF ECONOMIC OPPORTUNITY GRANT		1520
03/13/19	001-0000-389.99-50	$130,000	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-0000-389.99-50	$50,000	BA# 70 - LEASE OF CITY PROPERTY / FL HISTORY MUSEUM		2193
04/24/19	001-0000-331.20-18	$36,650	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD		2878
9	Budget Amendments/Transfers		Division 0000 Total	$919,305.00	
9	Total Budget Amendments/Transfers		**GENERAL FUND**	**$919,305.00**	
11/28/18	103-0000-389.99-10	$575	BA #21 - FUND BALANCE		655
03/13/19	103-0000-389.99-10	($179,195)	BA# 66 - MOVE FUNDS FROM DEMOLITION TO SIGNAGE		2190
	103-0000-331.54-00	$179,195			
2	Budget Amendments/Transfers		Division 0000 Total	$575.00	
2	Total Budget Amendments/Transfers		**CDBG**	**$575.00**	
12/12/18	104-0000-389.99-10	($95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMENT		1031
03/13/19	104-0000-389.99-10	($64,367)	BA #67 - CORRECT ACCOUNT FOR HOME PROGRAM FUNDS		2188
	104-0000-331.54-00	$64,367			
2	Budget Amendments/Transfers		Division 0000 Total	($95,355.00)	
2	Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($95,355.00)**	

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	105-0000-389.99-10	$2,230	BA #21 - FUND BALANCE		655
1 Budget Amendments/Transfers			Division 0000 Total	$2,230.00	
1 Total Budget Amendments/Transfers			**SHIP / COCOA HOUSING TRUST**	**$2,230.00**	
11/28/18	110-0000-389.99-10	$15,075	BA #21 - FUND BALANCE		655
1 Budget Amendments/Transfers			Division 0000 Total	$15,075.00	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$15,075.00**	
10/10/18	141-0000-389.99-11	$5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-0000-389.99-11	$7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2 Budget Amendments/Transfers			Division 0000 Total	$12,488.00	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$12,488.00**	
05/08/19	302-0000-381.91-01	$329,490	BA #84 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3091
	302-0000-337.30-15	$225,000	BA #85 - ACCEPT TWO FIND GRANTS FOR RIVERFRONT		3093
	302-0000-337.30-16	$427,100			
2 Budget Amendments/Transfers			Division 0000 Total	$981,590.00	
2 Total Budget Amendments/Transfers			**RIVERFRONT / LEE WENNER PARK**	**$981,590.00**	
11/28/18	421-0000-389.99-50	($1,606,413)	BA #20 - FUND BALANCE RESERVES		654
	421-0000-389.99-50	($22,124,837)	BA #20 - WS FUND BALANCE RESERVES		654
	421-0000-389.99-50	($3,096,250)			
	421-0000-389.99-50	($400,000)			
	421-0000-389.99-50	$2,501,811	BA #21 - FUND BALANCE RESERVES		655
01/09/19	421-0000-389.99-50	$3,600	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-0000-389.99-50	$377,951	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-0000-381.91-26	$2,870,896			
04/10/19	421-0000-389.99-50	($16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	421-0000-389.99-50	$3,906			
	421-0000-389.99-50	$506,413			
	421-0000-389.99-50	$507,254			
6 Budget Amendments/Transfers			Division 0000 Total	($20,472,483.00)	
6 Total Budget Amendments/Transfers			**WATER / SEWER ENTERPRISE**	**($20,472,483.00)**	

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/18	423-0000-389.99-50	($20,856)	BAF#5 - INDIAN RIVER LAGOON GRANT FUNDING / BAFFLE BOX		134
	423-0000-338.10-02	$20,856			
11/28/18	423-0000-389.99-50	$12,329	BA #21 - FUND BALANCE RESERVES		655
01/23/19	423-0000-389.99-50	$65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-0000-389.99-50	$34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
4	Budget Amendments/Transfers		Division 0000 Total	$111,776.00	
	4 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$111,776.00**	
04/10/19	425-0000-381.91-21	($16,814)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2780
	425-0000-389.99-50	$16,814			
1	Budget Amendments/Transfers		Division 0000 Total	$0.00	
	1 Total Budget Amendments/Transfers		**WATER / SEWER RESTRICTED ASSETS**	**$0.00**	
11/28/18	426-0000-389.99-50	$400,000	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
	426-0000-389.99-50	$3,096,250			
	426-0000-389.99-50	$22,124,837			
	426-0000-389.99-50	$1,606,413	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
04/10/19	426-0000-389.99-50	($506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-0000-389.99-50	($3,906)			
3	Budget Amendments/Transfers		Division 0000 Total	$26,717,181.00	
	3 Total Budget Amendments/Transfers		**WATER / SEWER CAPITAL PROJECTS 2018B BOND**	**$26,717,181.00**	
	33 Transfers & Amendments between 10/1/2018 and 5/31/2019				
				$8,192,382	

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2019 - Budget Tracking Worksheets\FY 2019 REVENUE Budget Tracking Worksheet.imr ran by Database User

Legislation Details (With Text)

File #:	19-292	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/12/2019			**In control:**	City Council
On agenda:	6/26/2019			**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.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2019 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2019
Agenda Date: June 26, 2019
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, 2019. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 5/31/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS11VR	12" Tapping Valve									
Op. Rev.		221,106.50	2/27/2019	2019-012						
Project Manager:		20,100.00	contingency authorized							
account #	421-4025-536.46-00	201,006.50	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development		*FY 19 PO ISSUE*	FY2019	38149	201,006.50	201,006.50			
	Contractor PO# 74414									
		20,100	**^contingency balance-->**							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		3,445,839.00	1/9/2019	2019-004						
Project Manager:		150,000.00	contingency authorized							
account #	301-3580-519.62-00	3,295,839.00	exp authorized before contingency				Cumulative	FY19 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	170,144.00		$ 113,374.98	
	Contractor PO# 74150									
		150,000	**^contingency balance-->**							
WS18DP	Reactor Clarifier									
Op. Rev.		286,874.50	12/12/2018	2018-116						
Project Manager:		26,079.50	contingency authorized							
account #	426-4055-536.63-00	260,795.00	exp authorized before contingency				Cumulative	FY19 cum		
	E & D Contracting Services Inc.		*FY 19 PO ISSUE*	FY2019	37754	260,795.00	260,795.00		$ 19,205.00	
	Contractor PO# 74040									
*Bond										
		111,913	**^contingency balance-->**							
WS1431	North Tropical Trail Looping Improvements									
Op. Rev.		1,231,048.17	12/12/2018	2018-114						
Project Manager:		111,913.47	contingency authorized							
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	1,119,134.70		$ 354,555.09	
	Contractor PO# 074042		CO#1		37978	16,542.60				
*Bond										
		95,371	**^contingency balance-->**							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY19 cum		
	Danus Utilities		*FY 19 PO ISSUE*	FY2019			-			$ -
	Contractor PO#									
		20,100	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY19 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	448,510.00	(74,139.93)	$ 426,084.59	
	Contractor PO#72425		CO#1		38043	(74,139.93)				
			CO#2		38451	1,140.00				
		52,265	**^contingency balance-->**							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY19 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 v			
	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 v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09 v			
	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			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			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			$ 1,300.00
							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			$ 6,739.35
										$ 1,000.00
			PO#73686	FY2019		1,000.00				
		209,868	^contingency balance-->							
WS1222	BNR Process Improvements									
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083						
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized							
		2,753,375.93	constr' exp authorized before contingency							
				2018-083						
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037						
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order							
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY19 cum	FY19	FY18
	Brandes Design-Build, Inc. FY2013 PO# 62086									
	Bid No. B-13-11-COC									
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00	$ 98,983.65		
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)		$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00			
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29			
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73			
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29			
					26917	10,200.00	2,823,016.29			
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43			
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43			
					29249	32,800.00	2,871,794.43			
			CO#1		29329	(5,000.00)	2,866,794.43			
			CO#2		29212	4,151.50	2,870,945.93			
			CO#3		29905	5,327.32	2,876,273.25			
			CO#4		30046	(5,327.32)	2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93			
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09	-		$ -
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09	84,072.06		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09	84,072.06		$ 58,955.00
						(33,812.06)	2,872,062.03	84,072.06		$ 169,885.00
						(13.25)	2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03	1		$ 76,622.86
			CO#2 CDM SMITH			86,975.40				
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	2,942,214.09			
			CO#1		36547	11,430.00	2,953,644.09	11,430.00		
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00			$ -
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete				
		341,480	^contingency balance--> for Brandes Design-Build							
		10,000	^contingency balance--> for Maxwell Contracting							