City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, June 22, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-431 Approve the Agenda for the Regular City Council Meeting of June 22, 2021, as presented or with amendments.

Attachments: 06-22-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-432 Approve the Minutes of the Regular Meeting of May 11, 2021, as written or with amendments.

Attachments: 05-11-2021 Minutes ADA.pdf
Exhibit A-weVenture presentation.pdf
Exhibit B-City of Cocoa 401(a) and 457(b) - City Council Summary.pptx [Autosa

II.2(b) 21-450 Approve the Minutes for the Regular meeting of May 25, 2021, as written or with amendments.

Attachments: 05-25-2021 Minutes ADA.pdf
Exhibit A- Presentation - Adamson Creek 1C.pdf
Exhibit B-Photos provided by R. Dyal.pdf

III. AWARDS AND PRESENTATIONS:

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

Attachments: Re_ City of Cape Canaveral Outreach .pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-087-T-City Attorney (6-22-21)Agenda 21-442..pdf

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

Attachments: City of Cocoa Easement Transmission Facility Govt.docx
Exhibit A - Dyal T-Line Box.pdf

MULTI-YEAR CONTRACTS:

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

Attachments: RB Exemption to Competitive Bid Form (ClearGov Budget Document Software)
ClearGovCocoa_FL_Renewal.pdf

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

Attachments: SLA Contract Agreement No. 21-14 Disaster Debris Monitoring (Thompson - TIE
SLA Contract Agreement No. 21-14 Disaster Debris Monitoring (DISASTER PR
Final Tabulation and Evaluation.pdf

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

Attachments:
- SLA Contract Agreement No. 21-15 Disaster Debris Removal Management Ser
- SLA Contract Agreement No. 21-15 Disaster Debris Removal Management Ser
- Bid Summary.pdf
- Final Tabulation and Evaluation.pdf

VI. PUBLIC HEARINGS:

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

Attachments:
- Ordinance 09-2021 Rezoning Gem Industries Brevard IU to M1.pdf
- Location Map - Rezone.pdf
- Legal Ad Proof - Rezone - Gem Industries.pdf

VII. COUNCIL BUSINESS:

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

Attachments:
- Bankhead, Dick Application.pdf
- Bankhead Consideration letter.pdf
- Greenwood, Aleck Application.pdf
- Greenwood Consideration letter.pdf
- Rogers, Candace Application.pdf
- Rogers Consideration letter.pdf
- Cocoa CRA Roster.pdf

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

Attachments: Rooney-Otero, Kathleen Application.pdf
Rooney-Otero, Kathleen consideration letter.pdf
Sustainability Advisory Board Roster.pdf

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

Attachments: Curtis Intent to Reapply.pdf
Green Intent to Reapply.pdf
Lightholder Intent to Reapply.pdf
Roberts Intent for reappointment.pdf
Scott Intent to Reapply.pdf
Code Roster.pdf

VIII. CITY BUSINESS:

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

Attachments: 061121 - Cocoa - Evaluation Final.pdf
061121 - Cocoa - Executive Summary Final.pdf
061021 - Cocoa - RFP Summary.pdf

IX. INFORMATIONAL AGENDA:

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

Attachments: PO Monthy Report to City Council 10.01.20 thru 5.31.21.pdf

IX.2 21-420 Fire Incident Summary Report for May 2021. (Fire Chief)

Attachments: May 2021 Run Volume By Incident Type Report.pdf

IX.3 21-424 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 5-31-21.pdf

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

Attachments: May FY 2021 EXPENSE Budget Tracking Worksheet.pdf

May FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.5 21-426 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report - May 2021.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-431	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/9/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve the Agenda for the Regular City Council Meeting of June 22, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-22-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2021
Agenda Date: June 22, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular City Council Meeting of June 22, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular City Council Meeting of June 22, 2021, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: June 22, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

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

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

III. Awards and Presentations:

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

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

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

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

(B) Multi-Year Contracts:

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

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

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

VI. Public Hearings:

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

VII. Council Business:

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

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

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

VIII. City Business:

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

Multi-Year Contracts:

None.

IX. Informational Agenda:

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

2. Fire Incident Summary Report for May 2021. (21-420). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager’s spending authority. (21-424). (Finance Director)

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

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

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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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.

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Legislation Details (With Text)

File #:	21-432	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/9/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2021
Agenda Date: June 22, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular Meeting of May 11, 2021, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular Meeting of May 11, 2021, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

May 11, 2021

A Regular City Council Meeting was held on Tuesday, May 11, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:04 p.m.

Mayor Blake spoke in regards to Capt. Ed Lanni and noted that a special recognition was happening and thanked all for understanding the slight change in the agenda.

Capt. Ed Lanni read "The Seaman's Version of the 23rd Psalm" and Sheriff Wayne Ivey led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember (attended via Teams)[1]
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

[1] Councilmember Koss advised that she was participating remotely by doctors' orders due to a car crash.

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Abigail Morgan, Acting Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Trevor Roth, Helpdesk Support Tech; Dennis Bunt, Code Enforcement Manager; Rachel Horst, Digital Communications Coordinator; Chino Munez, Intern; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 11, 2021 (21-334)

Mayor Blake requested an amendment to the Agenda to move Item V.2 to City Business, Multi-Year Contracts.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the Agenda as amended for the Regular City Council Meeting of May 11, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of April 13, 2021 (21-335)

(b) District 2 Town Hall Meeting of April 20, 2021 (21-336)

(c) Regular Meeting of April 27, 2021 (21-337)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Koss with the following amendment: April 27, 2021 minutes under Presentation III.1, add the wording "the poem was written by native Cocoan David Jackson".**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming the week of May 16-22, 2021, as "National Public Works Week". (21-311). (Public Works Director)

Mayor Blake read the proclamation into the record. He thanked all Public Works employees for all that they do, day in and day out.

Special Recognition:

A special recognition was given to Capt. Ed Lanni in recognition of his 96th Birthday. Mayor Blake recognized his wife, Shirley Lanni as well. Capt. Ed spoke about his life and that he has been to many meetings over the last thirty years. He offered his immediate resignation from the Cocoa CRA and pointed out that he has enjoyed every moment of his time with the City.

Sheriff Wayne Ivey was in attendance and spoke in regards to Capt. Ed. He advised of his diligent work on all of his committees and charitable committees and that it was an honor to get to speak about him. He is proud of him and his service to the City and mankind.

Port Commissioner Wayne Justice provided sentiments as well about Capt. Ed. He stated it was a great honor to know him and thanked him for all that he does. Furthermore, at the Mayor's request, Commissioner Justice provided a very brief update about the Port.

Aleck Greenwood, a former Councilmember, mentioned that Capt. Ed was directly involved with him getting elected during his run for council and with the construction of Murdocks. He has always been a "go to" person and would always get him back on track. He further mentioned more of Capt. Ed's contributions and hopes that he is as sharp as he is at 96.

The assembly sung Happy Birthday to Capt. Ed. and Shirley Lanni thanked all for coming and wanted to see everyone again in four years.

2. Citizens Academy Graduation Presentation. (21-344). (Asst to the CM/ Public Information Officer)

Ms. Senger thanked Council for their support of the Citizens Academy and recognized the Cocoa Citizens Academy attendees. She explained what the academy was along with its purpose and pointed out that this is the second class of the Academy.

She thanked the participants of the academy for making time to make this a priority as well as Council for their participation.

Each participant was acknowledged and provided with tokens of appreciation, including t-shirts and personalized street signs.

IV. Delegations:

Anden Picheco, Eagle Scout, 5807 N. Atlantic Avenue #814, Cocoa Beach, advised that he was in Troop 369. He is working on his Eagle Scout achievement and noted that only four percent of Scouts earn this award. His project is in Cocoa and it is the restoration and cleanup of Evergreen Cemetery. He felt by cleaning it up and restoring it, it would be a benefit to families who have loved ones buried there and also help deter crime. He has been working with Bryant Smith and they will be working on May 15th and 16th from 8 am until 6 pm. He thanked Council for their support. His brother Quentin would pick up phase 2 of the project which will be to fence it and put in a driveway.

Councilmember Hearn advised that this was his district and he would do his best to make it on those days.

Ivan Hernandez, 619 & 627 Kentucky Avenue, Cocoa, is new to the City and has purchased a couple of lots in Diamond Square for affordable housing. He was in the Citizens Academy and was surprised to hear that this committee only meets when needed. He has also learned that there is no intent or plans to develop lots for affordable housing. He felt that the committee could serve as a good instrument and that affordable housing was needed now more than ever.

Ron Seaman, 1895 Murrell Road, Rockledge, voiced concerns regarding an increase to a water bill. He represented Florida Linen Services and their past water bill showed about a thirty four percent increase. They use quite a few gallons as they provide services to hospitals in the area. He asked Council to take a look to see if anything could be done.

Terrance Thomas, 704 Rosa L. Jones, Cocoa, talked to a lady in housing who said she and her kids have been put on the streets because they took down a smoke detector. He felt that was a problem. He welcomed the new Police Chief and wanted to know the plans for weeding out the bad cops.

V. Consent Agenda:

(A) General Consent Items:

1. Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2021 Budget, BAF#21-073-A. Approve the current Series 2018B Bond Project Listing. (21-342). (Finance Director)

(B) Multi-Year Contracts:

2. ~~Approve City Staff's recommendation to consolidate recordkeepers for the City's 457(b) and 401(a) providers from three providers to one provider, ICMA-RC. Providing termination notice to Nationwide and Empower Retirement. Approve a multi-year plan agreement between the City of Cocoa and ICMA-RC effective September 11, 2021 to September 10, 2026. (21-324). (Administrative Services Director)~~

- **This item was moved to City Business VIII.3 (Multi-Year Contracts).**

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1268 Amherst Ct., be reduced to $1,300.00 as recommended by the Code Enforcement Board. (21-320). (Police Chief)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve that the current Code Enforcement Lien for the property located at 1268 Amherst Ct., be reduced to $1,300.00 as recommended by the Code Enforcement Board.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Review State of Florida Executive Orders Number 21-101 and 21-102 invalidating all emergency order issued by a political subdivision of the State due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses and suspending, eliminating and superseding all remaining local government mandates and restrictions upon businesses and individuals based on the COVID-19 State of Emergency and take action necessary regarding the local

face covering emergency Ordinance No. 13-2020, Resolution No. 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (21-345). (Assistant City Manager)

Assistant City Manager Fuhrer expanded on the item and spoke about the Emergency Ordinance that Council passed. This has been invalidated as per the Governor's order on May 3, 2021. Staff wanted to review the orders that the City has in place. In regards to the face coverings ordinance, there is nothing that can be done. In regards to the Resolution for outdoor seating, it will stay in effect at this time and is active through June 30th.

Ms. Senger explained that when the measures were enacted including face coverings and in order to bring back special events, Council requested each organizer provide a safety plan/protocol prior to the event for approval. She explained what was included in those safety protocols and asked Council if they still felt the need to require the safety plans for events.

Deputy Mayor Goins asked Chief Lamm what the percentage in Brevard was for vaccinations. Chief Lamm noted it was only around 35% at this point for those who have completed the vaccination. Deputy Mayor Goins thought they needed to keep it the same for now to stay safe.

Further discussion was held on positive cases in Brevard County.

Councilmember Dyal stated that most are not wearing masks anymore and it should be up to the individual to take care of themselves. He feels it should be up to stores as well to decide what to do for themselves.

Councilmember Hearn was in favor of the ordinances to help with Covid spread. He asked if anything was imposed, would be it be against the Governor's order. In response, City Attorney Garganese advised individuals and businesses have the right to establish safety protocols in their establishments, however, the ordinance requiring face masks is superseded. Facilities that the city has the ability to manage can be done by ways Council believes is prudent.

Councilmember Hearn believes that we are close to opening back up fully and does not want to mess that up. He was in favor of keeping the protocols until June 30th and coming back at that time.

Councilmember Koss clarified what was in place until June 30th is within our facilities. Ms. Senger advised that there was no date on the special event portion and the June 30th date was for outdoor dining, however, if Council wishes they could continue requiring the safety plan as long as they want.

Chief Lamm added that the CDC guidance is a lot more stringent and they are still highly recommending people to wear masks. He urged Council to look at that. He agreed they all want to get back to regular business but they also need to protect employees and citizens. He feels that current CDC guidance will get them in that direction.

* **MOTION by Councilmember Koss to follow the current CDC guidelines in public gatherings and public facilities. Mayor Blake seconded for discussion.**

Mayor Blake asked Chief Lamm about Cocoa Beach and Cape Canaveral's numbers due to the recent air show. In response, Chief Lamm explained how those numbers were tabulated and that they were done by drivers' licenses, so those would be scarred. That is a large problem when trying to gather data. He would be more than happy to get that information but it will be difficult.

Mayor Blake knows people are tired of wearing masks but he needs to protect himself and family as well.

Ms. Senger clarified that this will apply to any event organizer and advised that the city could require them to complete a safety plan prior to the event, however you cannot require them to put in the plan that they would require face coverings. Even though the CDC guidelines may say they recommend it, the City cannot require those per CDC guidelines.

City Manager Whitten clarified the resolution requiring safety plans and agreed with what Ms. Senger stated. The order just covers emergency acts and whether or not we can mandate masks or not.

Attorney Garganese reiterated that the emergency ordinance requiring face coverings had been superseded. The next item was a resolution allowing outdoor seating at restaurants. This was neither an emergency order, mandate, etc. it was just to allow a prohibition in the Code to allow outdoor seating. The last thing is a requirement for a safety plan for special events. He does not recall a resolution or emergency ordinance in regards to this. Now, times have changed but the Governor's order does not affect the safety plan.

Ms. Senger pointed out the only thing was face coverings. Attorney Garganese explained that the City could still require face coverings coming in City Hall, so in regards to other facilities the question is if there should be a safety plan that requires face masks within City facilities. Ms. Senger added that this would include parks and streets when there are events. Attorney Garganese added it would depend on the facility.

Ms. Senger explained the safety plans are usually required for outdoor events and waivers are required for indoor events.

Councilmember Koss amended her Motion that the City would still require safety plans for special events that follow CDC guidelines.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Adopt a Resolution to create an Upstart Cocoa Minority and Small Business Program, approving the Upstart Cocoa Policies, Procedures, and Conditions and granting the ability to execute an agreement with weVENTURE WBC. (20-596). (Community Services Director)

Mayor Blake pointed out that this has been spoke about at several events. Ms. Bunt provided a brief background and acknowledged Ms. Essing who has put a lot of time and effort working with weVenture.

Kathryn Rudloff, Executive Director of weVenture explained the program and what the partnership with the City would be. She advised that their mission was to provide low cost business education and unique programming that that helps women overcome systematic challenges they face. A brief presentation[2] was provided. She believes that partnerships with Economic Development programs are vital.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of RFP# P21-19-COC, a Request for Proposals for the purchase of real estate and development of 915 Florida Avenue scheduled to be published on Vendor Link on May 18, 2021. (21-294). (Community Services Director)

Ms. Bunt presented the item and advised that on March 23, 2021 Council made a motion to terminate the agreement with The Villas. The Highest and Best Use was updated as well as the appraisal. She further spoke about the RFP and requirements for the proposals.

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[2] EXHIBIT A: Presentation by weVenture

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins asked about Vendor Link and with the last RFP there was only one responder. He asked if there was any way that these could be put out on a broader scale.

In response, Ms. Bowman stated they do not maintain vendor listings and explained the process for bids.

Multi-Year Contracts:

3. Approve City Staff's recommendation to consolidate recordkeepers for the City's 457(b) and 401(a) providers from three providers to one provider, ICMA-RC. Providing termination notice to Nationwide and Empower Retirement. Approve a multi-year plan agreement between the City of Cocoa and ICMA-RC effective September 11, 2021 to September 10, 2026. (21-324). (Administrative Services Director)

Ms. Gemmati explained what the item entailed and a short presentation[3] was provided by Lisa Garcia with Sageview. She noted that she was tasked to compare the city's plans and that an RFP had been done in order to consolidate record keepers. Savings that would be seen by the employees were shown.

Ms. Gemmati assured Council that communications regarding this would be provided to employees. This will take several months to implement but it will save about $75,000. She explained how these fees were built into the employees' individual accounts to help grow their funds.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Reports:

[3] EXHIBIT B: Presentation by Sageview

Gregg Stoll, 2203 Salem Drive, Cocoa, provided an update on the Space Coast TPO Citizens Advisory Committee. He advised that Councilman Dyal was at the SR 524 meeting at the Civic Center. He asked the Mayor to try to push the SR 524 project along. He provided updates on state gas taxes and spoke of their priority lists for 2021. Priority one was for Clearlake Road and the transit report from SCAT was reviewed.

Chief Lamm provided an update on COVID-19. Florida has 2,272,102 positive cases; Brevard County has 41,767 and 875 deaths. Cocoa has had 3,822 and there are currently 42 active cases in Cocoa. He further provided information on vaccinations.

Ms. Senger spoke about Juneteenth and what the event entailed. She shared that Alliance for Neighborhood Restoration has hosted this event in the City previously and the City has been approached to host an event on Saturday, June 19, 2021 at Provost Park.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Hearn, to host the Juneteenth Event on Saturday, June 19, 2021 at Provost Park.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Additionally, Ms. Senger spoke in regards to the July 4th event. On March 23rd a plan was brought forth to Council to implement safety precautions with family pods in the park. Since then, they have seen an increased availability to vaccines being given and with the recent order regarding face coverings she wanted to bring this back to Council. In the past there have been excess of 10,000 attendees. She asked for direction to either proceed with safety protocols with the exception of face coverings; open it back to full capacity; or still fence in the park but have no pods.

Mayor Blake was in favor of the July 4th event but wanted to remain cautious of protocols in regards to spacing. He would like to do our best to secure the area and work with the City of Rockledge and Brevard Symphony Orchestra.

Councilmember Dyal felt that safety protocols should be explained to attendees but refuses pods or fencing.

Councilmember Koss was in favor of the pods and fence as it was a way to control numbers.

Councilmember Hearn's feelings were to recommend safety protocols and social distancing as much as possible but believes fencing would be useless. He was in favor of opening it up.

Deputy Mayor Goins stated that people would be coming from all over and to try to control it would be chaos and does not believe pods would be effective. He agreed it should be open.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve the July 4th event with no fencing or pods and to ensure that all understand social distancing, wearing of masks, etc. with signs and other promotional material.**

Councilmember Koss asked if a disclaimer could be put on promotional items that they recommend the public follow CDC guidelines for public events, and to recommend social distancing and mask wearing.

Deputy Mayor Goins added that it would be a good idea to do a video with both Cocoa and Rockledge before the event encouraging this information.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake recognized Cocoa High School athletes for academics and athletics. Ms. Nelson and the Girls Track Team were district champions.

He also spoke about the upcoming PAL Basketball Banquet on May 13th as well as the Sister City Event on May 13th at the Civic Center at 7:30 p.m.

Mayor Blake asked to be kept abreast of the conditions of Save A Lot and mentioned that he had a great time at the Chamber for Cinco de Mayo, he also thanked Mainstreet.

Mayor Blake discussed the FBI investigation and would like something done about this. He wants the cloud removed that his hanging over the city and asked something be done clearing people past, present and future.

Mayor Blake pointed out that there was nothing submitted of allegations that were made.

Deputy Mayor Goins does not know enough about it to speak one way or another. It came from one individual and they were not kept abreast of anything. He has not heard from anyone and does not see the urgency because they do not know anything.

Mayor Blake pointed out that it was in the Florida Today Newspaper.

Councilmember Koss does not remember anyone implicated by name. In response, Mayor Blake asked that they all speak with the City Manager or City Attorney and he wants this cleared so they can move forward.

Councilmember Koss reiterated that she was participating remotely and apologized that she would not be in attendance to the swearing in of Chief Collier.

She mentioned that she read a great article on virology and water, along with outbreaks and how they know about them ahead of time.

* **MOTION by Councilmember Koss, for staff to look into the potential of working with a research university to see if there are opportunities to work with them and potentially leverage funds to upgrade lab facilities.**

Mayor Blake would second the motion if it is put into an agenda item. In response, Councilmember Koss stated she was advised by the City Manager that this was how things can get done, which was bringing up items under Reports.

Councilmember Hearn seconded the Motion.

AYES: Goins, Hearn, Koss
NAYES: Blake, Dyal

THE MOTION CARRIED (3-2)

Mayor Blake stated that they were establishing a precedent and it will come back to bite them. This is why you meet with the City Manager to get items placed on the agenda.

Councilmember Koss further spoke about a motion she had made at a prior meeting to look at the Cocoa Conservation Area Management Plan and for that to be brought back. There is no date yet for that and would like to make a motion that this be brought back as a presentation to Council before the June 1st workshop.

Ms. Morgan advised that they had planned to bring this back to either the first meeting of June or the second.

Councilmember Koss also would like the Parks Master Plan included and explained her reasonings for this. She felt that decisions were being made that would be better suited by that plan.

* **MOTION by Councilmember Koss for an overview of the Cocoa Conservation Area Plan and the Parks Master Plan before or during the workshop on June 1st.**

Motion died lack of a second.

Councilmember Koss stated the cost of the Parks Plan and felt that they owe it to the citizens to follow this along with other plans. She was not at the workshop and did not participate in the budgeting for the parks. She was not so concerned with District 4 but with the system.

Deputy Mayor Goins stated that on May 25th Aisha Patrick would be recognized as she is the head coach for middle school and varsity basketball at Cocoa High School.

He advised that there were three lights down, possibly four on Smith Lane that need to be replaced. The area is becoming unsafe.

City Manager Whitten noted his request.

Deputy Mayor Goins had a good time at the Cinco de Mayo event and that it was nice to see so many companies from Cocoa networking. He thanked Mainstreet for hosting that event.

Councilmember Hearn spoke of his attendance at the Florida League of Cities Institute for Elected Municipal Officials and thought it was a great event. He was able to educate himself on how Cocoa co-exists with other cities.

He welcomed Chief Collier aboard and was anxious to work with him.

Lastly, he announced that he was planning another trash pick up and was looking for different places within the city.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of May 11, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:26 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

EXHIBIT A: Presentation by weVenture

UPSTART COCOA SMALL BUSINESS PROGRAM

Upstart Cocoa
- small business program
- community investment
- forgivable loan

Eligibility
- small business
- minority-owned and/or women owned
- for-profit
- new or relocating business
- 10% personal funding

Program Application
- business plan
- application
- community enrichment idea

weVENTURE
- 24-week program
- refined business plan
- successful completion of worksheet outlining funding needs

Funding
- based on weVENTURE worksheet outlining funding needs & priorities
- CRA Approval
- reimbursement

Loan Forgiveness
- community enrichment completed
- 3 year deferred forgivable loan

Successful New Business

weVENTURE
WOMEN'S BUSINESS CENTER at FLORIDA TECH
BISK COLLEGE OF BUSINESS

Established Business Track*

Month 6	• Wrap Up
Month 5	• Planning for Growth
Month 4	• Marketing/Sales
Month 3	• Product/Service Development and Innovation
Month 2	• Business/Operations Management
Month 1	• Financial Performance

Start Up Business Track*

Month 6	• Sales/Marketing
Month 5	• Business Plan Refinement: Roadmap for Success Part 2
Month 4	• Business Plan Refinement: Roadmap for Success Part 1
Month 3	• Finance
Month 2	• Business Management
Month 1	• Intro/Business Essentials

**weVENTURE WBC will determine the track for the client during the vetting process. These topics and facilitation timeline is subject to change based on the needs of the Upstart Cocoa clients. However, the timeframe will remain the same – 6-months/24-weeks. This timeline is for demonstrative purposes only*

2-8-21 AE

City of Cocoa 401(a) and 457(b) Retirement Plan – RFP Project Summary Presentation to City Council

Lisa M. Garcia, AIF, QPFC

T: 407-791-3562

E: Lgarcia@sageviewadvisory.com

EXHIBIT B: Presentation by Sageview

Plan Costs Benchmarking Summary

City of Cocoa 401(a) and 457(b) Deferred Compensation Plan Summary:

Total Assets:	$14,130,897
3 Plan Administrators:	Empower, ICMA, and Nationwide
Total Administration Cost:	$96,144
Investment Expenses:	1.20%

		City of Cocoa Current Plan Cost (Aggregate/Weighted)	Peer Group Average
DC, 401(a) and 457(b) Plan Benchmark	Total Plan Costs	1.20%	0.87% – 1.12%
	Recordkeeper's Cost	0.68%	0.16% – 0.30%

Benchmark based on a plan with assets of $14 Million and 225 participants.

SAGE VIEW

Plan Provider Consolidation Project

Plan Administrator Vendor RFP:

- RFP Issued February 18, 2021
- 9 bid received, including bid from all incumbents
- Short-list of 3 providers selected; interviewed April 19, 2021
- Committee selected ICMA-RC (incumbent) as plan administrator to consolidate all plans to a single provider

Benefits of Plan Consolidation:

- Cost savings directly to employees
- Ease of plan administration and help manage City's fiduciary responsibility
- Enhanced employee experience allowing them to manage their retirement accounts
- Single, diversified investment line-up

SAGE VIEW

City of Cocoa Results

	Current	New
Vendors	3 Recordkeeping Providers	Consolidate to 1 Provider
Recordkeeping Fees	$96,144 (combined cost) • ICMA – 1.03% • Empower – 0.26% • Nationwide – 0.88%	$25,000 (new cost) • ICMA: 0.178% • 5-year agreement
Investment Expenses	Multiple Investment Menus • Avg. Expense Ratio: 1.14%	One Streamlined Investment Menu • Avg. Expense Ratio: 0.47%
Investment Options	Up to 49 Investment Options Offered	15 + Target Date Funds (TBD)

Approximate recordkeeping cost reduction of 74%!

+

Exponential savings based on lower investment expenses and benefit of compounding

SAGE VIEW

Legislation Details (With Text)

File #:	21-450	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/15/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of May 25, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-25-2021 Minutes ADA.pdf Exhibit A- Presentation - Adamson Creek 1C.pdf Exhibit B-Photos provided by R. Dyal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 15, 2021
Agenda Date: June 22, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of May 25, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of May 25, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 25, 2021

A Regular City Council Meeting was held on Tuesday, May 25, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Principal Thomas Cole provided the invocation and Cocoa Tigers Lady Athletics Teams led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Lora Howell, Deputy Finance Director; Mitch Lawyer, Acting Chief Technology Officer; Charlene Neuterman, Interim Community Services Director; Abigail Morgan, Assistant City Engineer/Stormwater Manager; Trevor Roth, Helpdesk Support Tech; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 25, 2021 (21-383)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the Agenda as presented for the Regular meeting of May 25, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Minutes for the FY 2022 Budget Priorities Workshop held on April 16, 2021 (21-343)

(b) Minutes of the City Council FY 2022 Budget Priorities Workshop on April 26, 2021 (21-358)

(c) Minutes of the City Council FY 2022 Budget Priorities Workshop on April 19, 2021 (21-359)

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the Minutes with the following amendments:**

<u>Minutes for the April 16, 2021 Budget Priorities Workshop:</u>

Page 7, para. 3, sentence beginning "After a question…" DELETE. REPLACE WITH THE FOLLOWING:

Councilperson Koss pointed out that the assigned fund for Sustainability/Resiliency Initiatives was reduced from $1M to $750K. Last year, she was told because of unknown finances due to the pandemic, funds were being held. Koss explained that the assigned funds were poised to leverage state and federal grants for sustainability and resiliency initiatives, such as the $100 M in resiliency grants announced by the Governor just hours before this meeting. All require matching funds.

<u>Minutes for the April 26, 2021 Budget Priorities Workshop</u>:

Page 1 – please note I attended the meeting via Teams, not Councilmember Hearn Page 3, para. 6, 1st sentence beginning "Councilmember Koss announced her condition…" DELETE. REPLACE WITH THE FOLLOWING:

Councilmember Koss explained that she was in a car accident April 18 and was still in the hospital when the last budget meeting was held. She felt this

should have been announced since constituents thought she just didn't show up for a budget workshop.

Page 4 (bottom) & Page 5 (top) there were three motions. Councilmember Koss voted aye on all three.

Page 14 – Motion to approve $475K for park standardization. Please delete my name. I didn't vote on this.

Page 15 – Motion to spend $675K on Junny Rios splash pad and $185K on a new pavilion. Please delete my name. I didn't vote on this.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognition of Cocoa High School's Top Scholar Alejandro Quintana. (21-339). (Councilmember Koss)

   Mayor Blake recognized Cocoa High School senior Alejandro Quintana for being named a Top Scholar. He was presented with a Certificate of Recognition.

2. Certificates of Recognition for Emma Jewel Charter Academy's Odyssey of the Mind Team. (21-357). (Deputy Mayor Goins)

   Deputy Mayor Goins presented students from Emma Jewel Charter Academy's Odyssey of the Mind Team with Certificates of Recognition for getting to participate in the World Competition in June, 2021.

   Mr. Cole thanked Council and staff for recognizing the students and noted this was the first time they made it to the world championship.

   The students took turns to tell what the Odyssey of the Mind was and what they do at the various events they attend. They needed $600 more dollars to reach their goal of $3,000. Deputy Mayor Goins completed the goal of $600.

   The competition is June 9-12, 2021. They will be brought back after the championship to recognize their positive academic accomplishments.

3. Proclamation: "Lady Tigers Athletics Day" and Recognition of Cocoa High School's Lady Tigers Sports Teams. (21-390). (Mayor Blake)

Mayor Blake introduced Coaches, Assistant Coaches and Contributors for Cocoa High School Lady Tigers Athletic teams and read a Proclamation proclaiming May 25, 2021 as Lady Tigers Athletics Day. Players and coaches were recognized with Certificates of Recognition and each Coach/Contributor was presented with a Proclamation.

Mayor Blake thanked staff and parents for the help in the athletics.

IV. Delegations:

Phyllis Moscoso, 2209 Catawba Drive, Cocoa, advised that last month she spoke in regards to the Brevard Museum and its success. There is a group of citizens ready to form a 501c3 and outreach to the community has been happening. There is a meeting scheduled for next week that will be to convey the community's interest and to go over some grants that could be applied for. She requested that funding be set aside for the area and if anyone was interested in partnering with the museum she would be available to speak with them.

Curt Chandler, 920 Boardwalk Lane, and owner of Byrd Plaza Mobile Home Park and owner of Safe Affordable Housing, in Cocoa, explained what his business does. He mentioned he does a lot of the work himself and that safety was a team effort between the City and the community. He asked for a show of support for the V-Cop program and Mr. McGrath who patrols the area daily. He is only able to do this during the school year but urged the City to extend this to year around. Secondly, he believes the City was poised to expand tremendously in the next few years and that many businesses would be coming here. He urged the City to invest in the police department and other crime related issues. These will help maintain safety in the affordable housing community.

Steve Murphy, 3733 N. Sherwood Circle, Cocoa, and Calvary Baptist Church, located at 350 Furmont Drive, Cocoa, voiced concerns to the budget workshops and especially District 4. Zero dollars were allocated to District 4. He reminded all that MacFarland Park had been given back to the area and now it is a private park, and also reminded the City Manager and Mayor that they represent the whole city. He would like for District 4 to be treated appropriately.

Janet Lynn Shea, 3133 Coffin Creek Drive, Melbourne, mentioned recent BCSO deaths, welcomed the new Chief and was glad there was diversity. She felt that this area was not being taken care of by law enforcement. The mother of Sincere Pierce was in attendance and spoke about that incident.

Sara Ann Conkling, 1305 South Lakemont Drive, Cocoa, spoke about two issues that she hoped would make it into the City's budget. The first issue was the City subsidizing fees on route 6 which would help all of those in need with travel and would help upstart economic growth in the City. She thanked the City Manager for working with SCAT to make this happen. Secondly, she mentioned the need of a Farmers Market that would take food stamps and would provide more fresh produce to those who would utilize it. She thanked Council for acting on both of these issues and extended a warm welcome to the new police chief.

Linda Dolphin, 2100 N. Indian River Drive, Cocoa, District 4, asked for a review of the parks and recreation budget. She feels this needs to be revisited. She further spoke about the bathrooms at Anderson Park and Bracco Pond, both of which have no shade which would serve them better. Ms. Dolphin further pointed out that Junny Rios Park was one of the nicest parks in Cocoa and did not know why a splash pad was needed there. She felt that could be done at Provost Park or Anderson Park. All of the recommendations were for things not needed and she urged Council to rethink the parks before they became reality.

Stephanie Gallon,1003 N. Cocoa Blvd., Cocoa, and owner of Dakotas Auto Center, showed photos of the shade that was donated by the City. She thanked Council for the donation. It was bringing her a lot of business and this was the second time they have helped her.

Anita Gibson, 451 Stone Street, Cocoa, reiterated the need for a cold case unit in the City. She was not sure about budget or staffing but would be willing to help. She spoke about the murder of her son and having a cold case unit would bring other families closure as well. She believes that the new chief will make this change and plans to meet with him at some point.

Terrance Thomas, 704 Rosa L. Jones Drive, Cocoa, voiced concerns about his boys and the fact that they cannot go to Provost Park due to dogs or the fear of getting shot. Something needs to be done for kids, such as events at the Joe Lee Smith Center. He would like to meet with the Chief of Police and addressed the City Attorney about Larry Sinclair.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Bid No. B-21-13-COC with Hydra Services, Inc., DeBary, Florida, for the Replacement of Fourteen Lift Station Pumps, Project No. WS1141; To Authorize the City Manager to Execute the Contract. (21-340). (Utilities Director)

2. Approve the Police Department to Apply for the FY2021 Bullet Proof Vest Grant. (21-349). (Chief of Police)

3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2022, pending the final approval of the City of Cocoa Fiscal Year 2022 budget. (21-368). (Chief of Police)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from TSC Jacobs, Inc. of Lutz, Florida, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility. (21-372). (Utilities Director)

5. Approve a Resolution and Special Category Historic Preservation Grant Application through the Florida Department of State for $150,000 with a 1:1 match from the City for $150,000 for the replacement of doors and windows to the Historic Harry T. Moore Center. (21-373). (Public Works Director)

6. Approval a Resolution Amending the FY21 Budget, BAF # 21-079-A, for Debt Service Costs Related to the Issuance of the Series 2020 Bond. (21-381). (Finance Director)

(B) Multi-Year Contracts:

7. Approve the Third Amendment to Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Change Order #1 to Purchase Order 77302 with Ace Flow Control. (21-341). (Utilities Director)

8. Approve a multi-year interlocal agreement between City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 10, 2021 and end May 26, 2022. (21-350). (Chief of Police)

9. Approve Participation in a Piggyback Agreement with H & H Sludge Disposal, Brandford, Florida, to Provide Certain Services with respect to Biosolids Transportation and Disposal Utilizing the City of Palm Bay's Contract #35-0-2020: Biosolids Transportation and Disposal effective through May 14, 2022, To Authorize the City Manager to Approve Annual Renewals. (21-364). (Public Works Director)

10. Approve a multi-year (5yr) contract with P&A Group for retiree and COBRA billing administration services from July 1, 2021 to June 30, 2024, with two (2) one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (21-369). (Administrative Services Director)

*** MOTION by Councilmember Dyal: Seconded by Councilmember Hearn, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2021/2022 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (21-386). (Community Services Director)

Ms. Neuterman provided a background on this item, explaining that the City of Cocoa anticipates receiving $175,249 in Community Development Block Grant (CDBG) funds and $81,562.93 in HOME grant funds for Fiscal Year 2021/2022 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

She explained the purpose of the CDBG Program and pointed out that at least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2021 and September 30, 2022.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a thirty day public comment period. The thirty day public comment period began February 2, 2021, and ended on March 9, 2021. No comments have been received.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2021/2022

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 8,191
Central Brevard Sharing Center (*community kitchen)*	$ 8,096
Salvation Army (*meals in domestic violence shelter)*	$ 5,000
Family Promise of Brevard *(counseling to at-risk homeless families)*	$ 5,000
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$113,913
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 34,049
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$175,249**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2021/2022

Housing: CHDO/Housing Activity	$73,406.64
HOME Administration and Operational funds	$ 6,060.12
HOME Administration County	$ 2,096.17
TOTAL HOME FUNDS	**$81,562.93**

Staff is requesting Council hold the second and final public hearing on the proposed FY2021/2022 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements

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

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (21-388). (Community Services Director)

Ms. Selig provided a presentation[1] in regards to the subdivision. This was approved in October, 2020 as a preliminary. She provided a location map and noted where 1C was located. She showed the layout as well and showed stormwater plans and advised that this was 62.4 acres overall.

She provided staff's recommendation which is:

Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code and with the following conditions:

1. The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by City Council.

2. A performance bond in an amount of one hundred and ten percent (110%) of the construction cost estimate for the unfinished portion of the required improvements will be required prior to recording of the final plat.

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

Councilmember Dyal provided photos to councilmembers[2] of the pond that they were supposed to clean up. He stated that many residents in Lost Lakes are upset that this has not been done and wanted everyone to understand what was going on.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve staff's recommendation.**

AYES: Blake, Goins, Hearn

NAYS: Dyal, Koss

THE MOTION CARRIED (3-2)

---

1 EXHIBIT A: Final Subdivision Adamson Creek Phase 1C
2 EXHIBIT B: Photos provided by Councilmember Dyal

Deputy Mayor Goins asked Mr. Smith if the developers were told specifically what needed done. In response, Mr. Smith advised that guidelines were provided by SJWMD, however, it sounded like they might have fallen out of compliance. He assured Council they would follow up.

A representative for the applicant advised that maintenance was done as directed by St. Johns and he personally walked the site with the representative of the district. He pointed out that there was some vegetation left as it was meant to be a fishing lake. Everything along Lost Lakes has been trimmed but they were willing to abide and clear more. They did notice some of the residents of Lost Lakes were dumping their yard waste in the area as well.

Deputy Mayor Goins felt that the cattails and peppertrees were heavy so if they were taken care of it might look a little better. He agreed they could do that.

Councilmember Koss asked if once the development was built if the City would maintain the stormwater ponds. Mr. Smith responded in the negative.

VII. Council Business:

1. Consideration of Three Applicants to Fulfill Two Vacant Regular Member Positions in Addition to the Consideration of a Reappointment to the Board of Adjustment. (21-338). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to appoint Kaitlyn Aliano as a regular member through May, 2024; Reappoint Patricia Weeks as a regular member through May, 2024. Mr. Dyar to be appointed as the 2nd alternate.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Appointment of two of the following applicants as members to the Planning & Zoning Board: Jesse Heredia, Anita Rodgers, Justin Simpson and Brenda Warner. One would fill a Regular Member Vacancy and one would fill the 2nd Alternate Member Vacancy. (21-392). (Administrative Services Director)

Mayor Blake felt that Mr. Simpson has served the country well and recommended he be appointed to fulfill one of the positions.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to appoint Mr. Justin Simpson as a regular member on the Planning and Zoning Board through November, 2024.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **Motion by Councilmember Koss; Seconded by Councilmember Hearn, to approve Mr. Jesse Heredia as the 2nd Alternate member.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve a Resolution for the City of Cocoa to adopt the goal of Vision Zero. (21-255). (Public Works Director)

Mayor Blake advised that this was a non-budgeted impact item and the city was being proactive.

Mr. Smith advised what the resolution included and added that Ms. Kim Smith with Space Coast TPO was in attendance to speak about this initiative.

Ms. Smith thanked the City on behalf of Space Coast TPO for the support and adoption on Vision Zero. She knows it is a commitment but is a goal that can be reached.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Fire Incident Summary for April 2021. (21-360). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 4/30/2021. (21-371). (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. (21-375). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-376). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-377). (Finance Director)

X. Reports:

Mayor Blake spoke of the event on May 13th which was sponsored by Beit Shemesh. He showed photos and spoke about the event. He looked forward to having a relationship with the Sister City and thanked the City Manager and Chief of Police for their attendance.

Chief Lamm provided an update on COVID-19, which provided statistics as well as an update on vaccinations. According to the census bureau, less than half of the county has been fully vaccinated. He further pointed out that we are on the downslide which is a good thing. They will continue to encourage the public to get vaccinated as much as possible.

Mayor Blake advised that he got his shot and he endorses wearing of masks even though it is optional. As of June 4th the schools will also make it an option for employees and students. He feels the more who get the vaccine and keep wearing their masks, everyone will continue to stay well. He thanked the Chief for keeping them abreast of where they stand.

City Manager Whitten noted that at the last meeting Capt. Ed Lanni resigned from the Cocoa CRA and he asked Council how long they would like to advertise this position for.

DIRECTION WAS GIVEN BY COUNCIL TO ADVERTISE THE COCOA CRA POSITION FOR TWO WEEKS FROM TOMORROW, MAY 26TH. THE DEADLINE FOR APPLICATIONS WOULD BE JUNE 9, 2021.

Mayor Blake welcomed back Councilmember Koss.

Councilmember Koss asked if a motion needed to be made for the farmers market and for the subsidizing Route 6. This would be an item to have it considered with other budget items.

Attorney Garganese advised this could be a part of the discussion in the upcoming Budget Workshop on June 1st, if they were items for next years' budget.

Councilmember Koss was glad that they passed the Vision Zero Resolution and knows that everyone was supportive. She felt that there was confusion and the Space Coast TPO was looking to work with the City, as it was always intended to be an event for Cocoa to promote the Vision Zero Program. We are kicking it off with the memorial marker program for Miriam Moore's mother.

Ms. Senger advised that she spoke with Abby who is their PIO and they spoke about doing a press release for the marker program separately. Staff will coordinate with the SCTPO to coordinate a press release to promote the program.

City Manager Whitten noted if Ms. Senger was clear than he was clear on what needed to be done. He reiterated the motion of the previous meeting on this item. He stated if we are just promoting this and it is not a City sponsored event then we are fine, however, the issue for staff is that the City sponsored events are not authorized by individual council members they should be authorized by all of council. If Ms. Senger is just lending her expertise for promotional assistance and it is not a city sponsored event then we are clear.

Discussion was held on city sponsored events versus those not sponsored by the City.

* **MOTION by Councilmember Koss, for this to be a City sponsored event as she felt that it was an issue that deserves their attention.**

Mayor Blake asked that Council refrain from asking for motions under Reports unless it is a dire need. She explained this event was on June 15th.

THE MOTION DIED FOR A LACK OF A SECOND.

Councilmember Koss stated this was for safety and Mayor Blake asked her to meet with the City Manager.

Councilmember Dyal thanked staff for all of their hard work and being diligent in getting work done. It makes Council's job a lot easier and he appreciates everyone.

Deputy Mayor Goins encouraged all citizens to attend the June 1st workshop and to get engaged as it gives them the opportunity to provide input for the budget.

He gave kudos to both police and fire for their work during the last few weeks as there has been an influx of those consumed by drugs.

Deputy Mayor Goins spoke in reference to Provost Park and that he has had conversations with both the City Manager and Police Chief and solutions are being made. It is a serious issue. This has been discussed for the last two and a half years but was glad it was being looked into. Cocoa may have single member districts but they all care about the whole City.

Mayor Blake felt more has been done in the last eight months than was done in the last two years.

Mayor Blake mentioned the homeless situation and the cemetery on Clearlake Road. He asked if the City owned them. In response, Mr. Smith shared that they do not own them but through a House Bill they are maintained by the City.

Mayor Blake knows that Public Works is maxed out but asked if they could be addressed in regards to what the homeless leaves behind. He further mentioned the area adjacent to the church on Peachtree and Fiske Blvd. and asked if that could be addressed as well.

He felt we needed to deal with the homeless as we need to address the issue as soon as possible.

Mayor Blake was 100% in agreement with a cold case unit. He agreed with Ms. Gibson and asked if a committee could be formed so that these issues could be addressed. There are a multitude of people who need closure. Additionally, he felt that a councilmember should be a liaison and suggested that Councilmember Hearn be that person.

He advised of his attendance at the closing day ceremony of Cocoa Little League's season at Stradley Park. They are going to the Allstars and are in need of support. He asked for funding to be allocated for Cocoa Little League.

Lastly, Cocoa High School's graduation ceremony will be on Friday, May 28th and due to COVID not all of Council will be attending but he congratulated all seniors.

Additionally, Friday, May 28th is the grand re-opening of Save-A-Lot.

He reminded all to buy local, spend local, and keep it local.

Councilmember Dyal provided kudos to the boy scout who did his eagle scout project in the cemetery.

Chief Lamm reminded all that June 1st was the first day of hurricane season and to start getting supplies.

Lastly, he recognized Fire Lt. Mark Silverman who was retiring tomorrow after thirty years of service. He wished him well.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of May 25, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:12 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

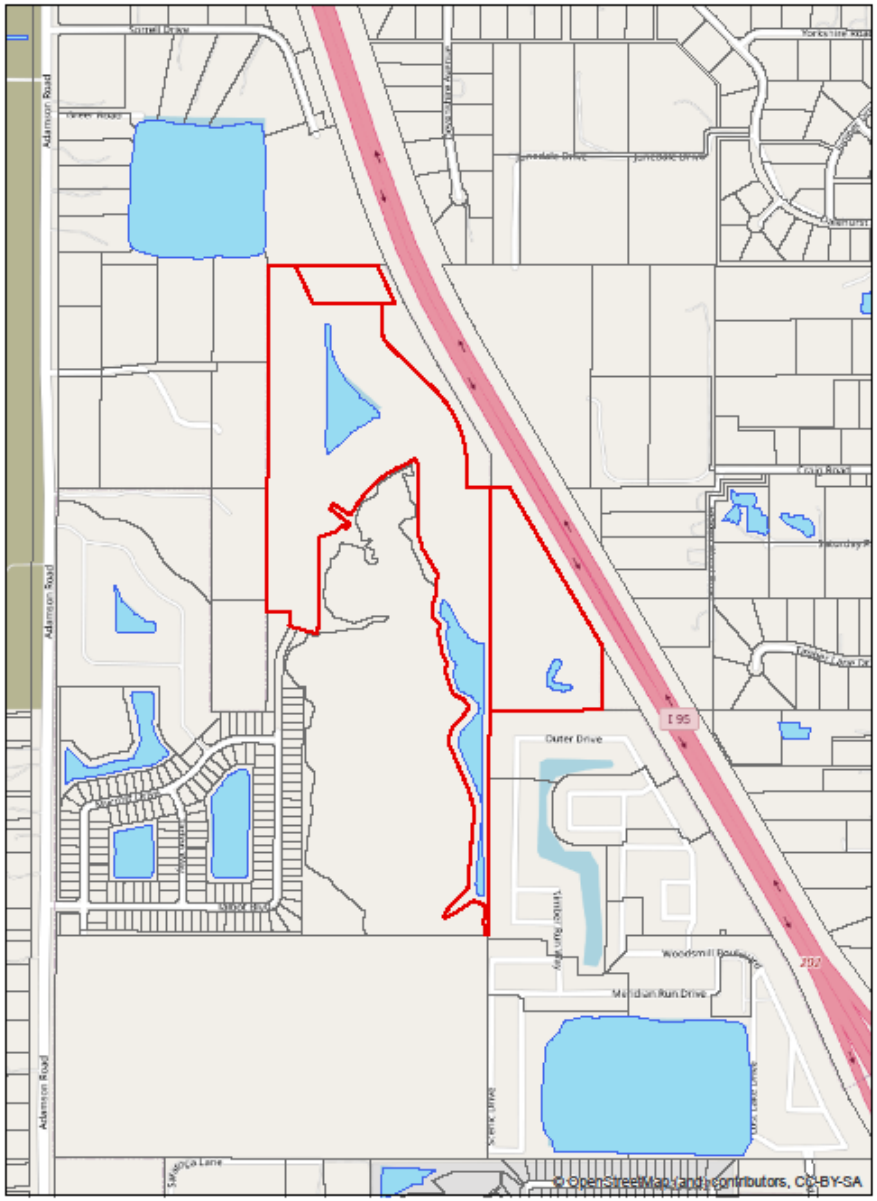
_____

Carie Shealy, MMC, City Clerk

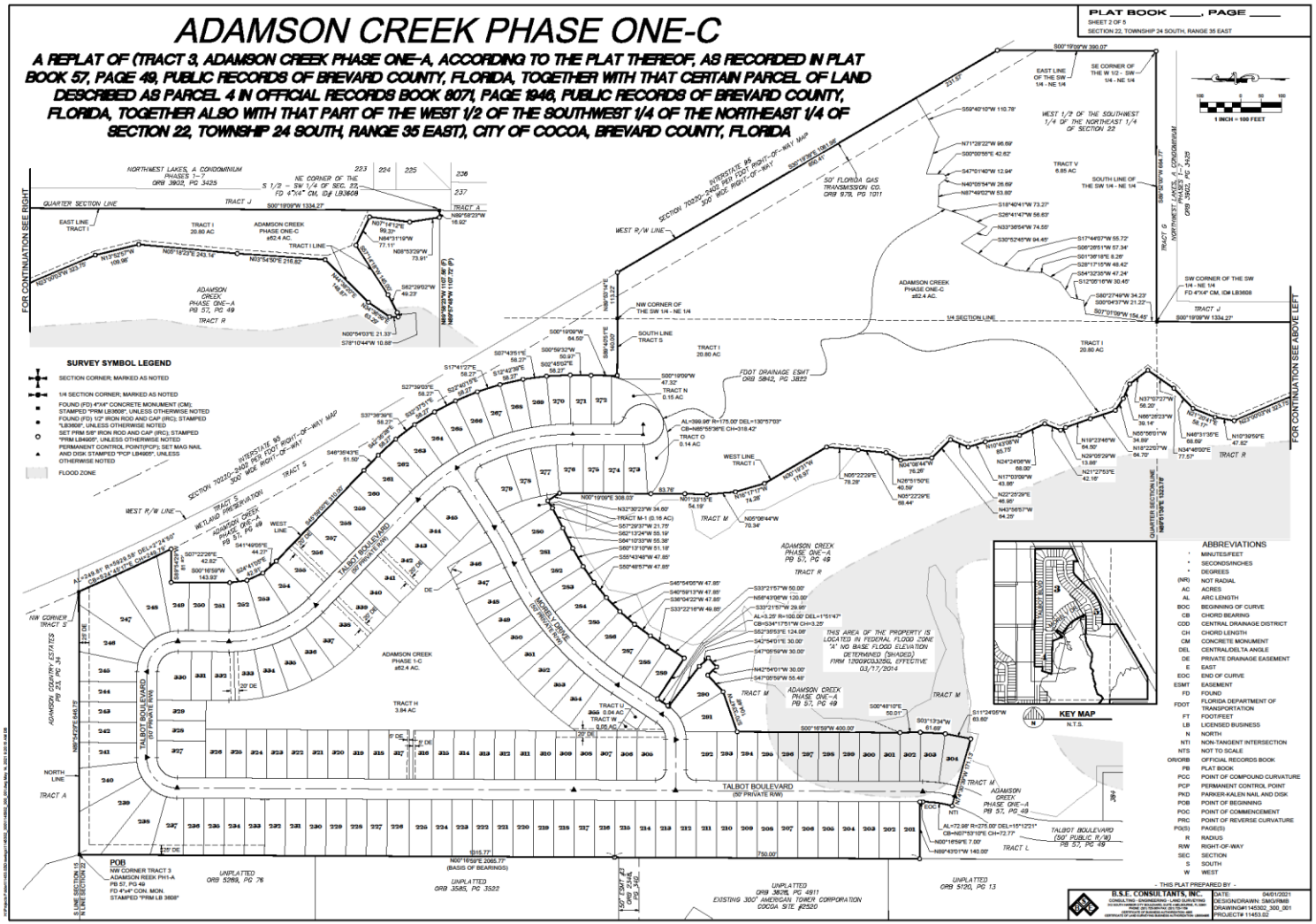
Final Subdivision
Adamson Creek Phase 1C

May 25, 2021

EXHIBIT A: Final Subdivision Adamson Creek Phase 1C


Adamson Road
Adamson Road
Adamson Road
I 95
Outer Drive
Meridian Run Drive
Woodsmill Boulevard
Sandpiper Lane
© OpenStreetMap and contributors, CC-BY-SA

Final Subdivision



Phase 1C

- 62.4 acres overall
- 55.55 acres of developable land (streets, houses, stormwater ponds and amenities)
- 6.85 acres of wetland area and related buffer zone
- 155 single-family homes on two streets
- Stormwater pond (Tract H) which will be stocked with fish and have a dock/viewing platform along the west side
- Observation deck at the north end of the stormwater pond in Tract I
- Walking trail around the south, east and north sides of pond in Tract I

Recommendation

Approval of a Final Subdivision known as Adamson Creek Phase One-C consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code and with the following conditions:

1. The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by City Council.
2. A performance bond in an amount of one hundred and ten percent (110%) of the construction cost estimate for the unfinished portion of the required improvements will be required prior to recording of the final plat.

Photos provided by Councilmember Dyal in regards to Item VI.2









Legislation Details (With Text)

File #:	21-435	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Presentation by the City of Cape Canaveral's Sustainability Program Manager Zack Eicholz, Councilwoman Angela Raymond, and City Planner Brenda Surprenant, on Sustainability/Resiliency. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Re_ City of Cape Canaveral Outreach .pdf				

Date	Ver.	Action By	Action	Result

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From: Zachary Eichholz
To: Carie Shealy
Cc: Stockton Whitten
Subject: Re: City of Cape Canaveral Outreach
Date: Thursday, June 10, 2021 4:40:10 PM
Attachments: image002.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Angela should be coming as well.

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Thursday, June 10, 2021 4:38:49 PM
To: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Cc: Stockton Whitten <swhitten@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

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Great, thank you! Will Angela Raymond be coming or just the two of you?

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org



Stay Connected: www.CocoaFL.org

From: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Sent: Thursday, June 10, 2021 4:28 PM
To: Carie Shealy <cshealy@cocoafl.org>
Cc: Stockton Whitten <swhitten@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello Carie,

That date works for me to present. Thank you for the opportunity! Our City Planner, Brenda Surprenant, will also be joining me.

Zachary Eichholz
Sustainability Program Manager + Resilience Planner + Deputy Incident Commander
City of Cape Canaveral
(321) 868-1220 x219
100 Polk Avenue — P.O. Box 326
Cape Canaveral, Florida 32920

From: Carie Shealy [mailto:cshealy@cocoafl.org]
Sent: Thursday, June 10, 2021 8:26 AM
To: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Cc: Stockton Whitten <swhitten@cocoafl.org>
Subject: FW: City of Cape Canaveral Outreach

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Good morning Mr. Eichholz,
I am the City Clerk with the City of Cocoa and am following up on the request below for you and Councilwoman Angela Raymond to do a brief presentation at our upcoming City Council meeting on June 22nd. Is this still a good date for you? If you could, please kindly let me know as soon as possible, as I am working on that agenda. If you need a different date, I can work with you on that as well.

Thank you!

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org



Stay Connected: www.CocoaFL.org

From: Lorraine Koss
Sent: Wednesday, May 19, 2021 3:17 PM

To: Carie Shealy <cshealy@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

Thank you very much.

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Wednesday, May 19, 2021 1:41 PM
To: Lorraine Koss <lkoss@cocoafl.org>; Stockton Whitten <swhitten@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

Yes, it can be placed on the agenda. I am working on the upcoming agenda currently but have placed this in that file. We will coordinate with Cape Canaveral as well.

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org



Stay Connected: www.CocoaFL.org

From: Lorraine Koss
Sent: Wednesday, May 19, 2021 9:28 AM
To: Carie Shealy <cshealy@cocoafl.org>; Stockton Whitten <swhitten@cocoafl.org>
Subject: FW: City of Cape Canaveral Outreach

Has this been placed on calendar for 6/22? Will Carie follow up with Angela & Zach?

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

From: Lorraine Koss

Sent: Monday, May 17, 2021 11:29 AM
To: Stockton Whitten <swhitten@cocoafl.org>
Cc: Carie Shealy <cshealy@cocoafl.org>
Subject: FW: City of Cape Canaveral Outreach

I am requesting that Cape Canaveral Councilwoman Angela Raymond and Sustainability Program Manager Zach Eicholz be placed on the agenda for a presentation at the June 22 meeting. This will be an opportunity for Cocoa Council and Cocoa citizens to see how our sister city is generating economic savings and increased community assets via sustainability/resiliency.

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

From: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Sent: Friday, May 14, 2021 1:02 PM
To: Lorraine Koss <lkoss@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Lorraine,

It was a pleasure speaking with you today! Please see below and attached. I hope this information is useful. Let us know if June 22nd works for a presentation.

https://www.scientificamerican.com/article/cost-of-carbon-pollution-pegged-at-51-a-ton/

Zachary Eichholz
Sustainability Program Manager + Resilience Planner + Deputy Incident Commander
City of Cape Canaveral
(321) 868-1220 x219
100 Polk Avenue — P.O. Box 326
Cape Canaveral, Florida 32920

From: Lorraine Koss [mailto:lkoss@cocoafl.org]
Sent: Thursday, May 13, 2021 3:56 PM
To: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Subject: RE: City of Cape Canaveral Outreach

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Ok – sending you an appt reminder. Talk to you soon.

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922
321-474-8445

From: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Sent: Thursday, May 13, 2021 2:32 PM
To: Lorraine Koss <lkoss@cocoafl.org>
Subject: RE: City of Cape Canaveral Outreach

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello Lorraine,

I am available for a phone call tomorrow at 11:00 am if that works for you. I can be reached via my work cell at 321-614-1193.

Zachary Eichholz
Sustainability Program Manager + Resilience Planner + Deputy Incident Commander
City of Cape Canaveral
(321) 868-1220 x219
100 Polk Avenue — P.O. Box 326
Cape Canaveral, Florida 32920

From: Lorraine Koss [mailto:lkoss@cocoafl.org]
Sent: Thursday, May 13, 2021 1:57 PM
To: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Subject: RE: City of Cape Canaveral Outreach

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Thanks Zach, I definitely want to hear more. I was intrigued by Angela's report. Do you have time for a call tomorrow. Please let me know when and how to reach you.

Lorraine Koss
Cocoa City Councilperson District 4
65 Stone Street
Cocoa, FL 32922

321-474-8445

From: Zachary Eichholz <z.eichholz@cityofcapecanaveral.org>
Sent: Tuesday, May 11, 2021 10:24 AM
To: Lorraine Koss <lkoss@cocoafl.org>
Cc: Mia Goforth <M.Goforth@cityofcapecanaveral.org>; David Dickey <D.Dickey@cityofcapecanaveral.org>; Todd Morley <T.Morley@cityofcapecanaveral.org>
Subject: City of Cape Canaveral Outreach

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello,

My name is Zach Eichholz, and I work for the City of Cape Canaveral. I serve as the City's sustainability program manager and resilience planner. Our city clerk, Mia Goforth, informed me you were seeking information regarding some of our sustainability and resilience-based efforts. I'd be happy to send you any specific information you would like to know about. It would also be my pleasure to give you a tour of the City and showcase some of our initiatives at a time of your convenience.

I look forward to hearing from you. Have a great day!

Zachary Eichholz
Sustainability Program Manager + Resilience Planner + Deputy Incident Commander
City of Cape Canaveral
(321) 868-1220 x219
100 Polk Avenue — P.O. Box 326
Cape Canaveral, Florida 32920

Florida has a very broad public records law. As a result, any written communication created or received by the City of Cape Canaveral officials and employees will be made available to the public and/or media upon request, unless otherwise exempt. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact our office by phone or in writing.
PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone. Florida has a very broad public records law. As a result, any written communication created or received by the City of Cape Canaveral officials and employees will be made available to the public and/or media upon request, unless otherwise exempt. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact our office by phone or in writing.
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and/or media upon request, unless otherwise exempt. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact our office by phone or in writing.

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone. Florida has a very broad public records law. As a result, any written communication created or received by the City of Cape Canaveral officials and employees will be made available to the public and/or media upon request, unless otherwise exempt. Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact our office by phone or in writing.

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Legislation Details (With Text)

File #:	21-442	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/11/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget, BAF# 21-087-T through the use of General Fund Contingency, in the amount of $110,000 to Professional Services, to pay legal service invoices for the remainder of Fiscal Year. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-087-T-City Attorney (6-22-21)Agenda 21-442..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 11, 2021
Agenda Date: June 22, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF# 21-087-T through the use of General Fund Contingency, in the amount of $110,000 to Professional Services, to pay legal service invoices for the remainder of Fiscal Year.

BACKGROUND:

Additional funds are needed in order to pay non-retainer legal services for the remainder of Fiscal Year 2021. The non-retainer fees and costs vary year-to-year based on litigation related matters worked on by the City Attorney's office and special counsel and this budget amendment is an estimate for the remainder of the fiscal year.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted No

If not budgeted, is amendment/transfer attached? Yes

BAF 21-087-T

FROM:

Amount Requested	($110,000)
Account Number	001-1600-513.39-00
Account Name	Contingency

TO:

Amount Requested	$110,000
Account Number	001-1600-514.31-01
Account Name	Professional Services

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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

RESOLUTION NO. 2021-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of June, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-087-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1805 | DATE PREPARED: 06/11/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 110,000)	001-1600-513.39-00		Contingency	$ 679,615	$ 253,719	$ 143,719	$ 253,719
$ 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
($ 110,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 110,000	001-1600-514.31-01		Professional Services/Legal Exp-City Attorn	$ 425,973	$ 425,973	$ 535,973	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 110,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds are needed to pay non-retainer City Attorney invoices for the remainder of FY21. Agenda 21-442.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/22/21 *RESOLUTION #:*

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

6/11/21	Monica Arsenault Digitally signed by Monica Arsenault Date: 2021.06.11 09:32:10 -04'00'	6/11/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.06.11 10:33:52 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/11/21	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2021.06.11 09:57:02 -04'00'	6/14/21	Lora Howell Digitally signed by Lora Howell Date: 2021.06.14 14:47:51 -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 #: _____

Approved 07/13

Revised eform 9/18/20 - IT

Legislation Details (With Text)

File #:	21-444	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/14/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Authorize the City Manager to Provide Additional Easements and Access to Duke Energy at the Dyal Water Treatment Plant in an Agreement Acceptable to City Attorney and Utilities Director. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Easement Transmission Facility Govt.pdf Exhibit A - Dyal T-Line Box.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 14, 2021
Agenda Date: June 22, 2021
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Provide Additional Easements and Access to Duke Energy at the Dyal Water Treatment Plant in an Agreement Acceptable to City Attorney and Utilities Director

BACKGROUND:

Currently the City of Cocoa and Duke Energy have an agreement to provide backup generator power at the Dyal Water Treatment Plant. On February 26, 2020, City Council approved a Sole Source Resolution and Executed a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke) to provide generator power at the Dyal Water Treatment Plant.

The project is underway and it has been determined in the field that an additional easement needs to be granted to Duke Energy to ensure reliability for commercial power to the Dyal site.

City Staff along with the City Attorney have reviewed the attached easement and recommend approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On February 26, 2020, City Council approved a Sole Source Resolution and Executed a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke) to provide generator power at the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Authorize the City Manager to Provide Additional Easements and Access to Duke Energy at the Dyal Water Treatment Plant in an Agreement Acceptable to City Attorney and Utilities Director.

City of Cocoa, Florida
RW-428 to RW-430
Thor #: F19006002
Site #: 108582 Land Unit:



Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors, and assigns (GRANTOR herein), in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Portion of Parcel ID Number: **20-24-34-0000-00-001**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, adjust the centerline within the Easement Area and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____ day of _____, 2021.

WITNESSES:

_____
Signature of First Witness

_____
Print or Type Name of First Witness

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness

GRANTOR:
CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida

_____
Signature of Grantor

Stockton Whitten, City Manager
Print or Type Name

Grantor's mailing address:
Cocoa City Hall
65 Stone Ct.
Cocoa, FL 32922

State of _____)
) ss
County of _____)

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____, of **CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida**, who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

_____
Notary Public

EXHIBIT "A"

THIS IS NOT A SURVEY

Legal Description:

Parcel #20-24-34-0000-00-001

A portion of the City of Cocoa Water Plant, in the Southwest 1/4 of the Northwest 1/4 Section 20, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commencing at the intersection of the Easterly Right-of-Way line of Taylor Creek Road and the North boundary line of the NW 1/2 of Section 20, Township 24 South, Range 34 East, Orange County, Florida, said intersection being the NW corner of the City of Cocoa's Water Plant Site; thence South 18°52'41" East along said Easterly Right-of Way line 426.65 feet; thence North 71°07'19" East along the North line of the Florida Power Corporation, Tract "A" of the FPC Transmission Line, as recorded in Official Records Book 1910 at Page 1022 of the Public Records of Orange County, Florida, for a distance of 95.00 feet to the Point of Beginning; Thence departing said North line run North 18°52'41" West, a distance of 49.00 feet; thence North 71°07'19" East, a distance of 80.00 feet to an extension of the Westerly line of the Florida Power Corporation Substation as described in Official Records Book 1910, Page 1025. Thence along said extension and the Westerly line run South 18°52'41" East, a distance of 49.00 feet to the aforesaid North line of the Florida Power Corporation, Tract "A" of the FPC Transmission line; thence along the North line run South 71°07'19" West a distance of 80.00 feet to the Point of Beginning.

Contains 0.090 acres (3920.0 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the Easterly Right of Way Line of Taylor Creek Road, Orange County, as being S 18°52'41" E, as referenced to the Florida State Plane Coordinate System East Zone.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Maser Consulting, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Maser Consulting, Inc. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

10/08/2020

Brian K. Hefner, P.S.M. *FLORIDA REGISTRATION No. 5370* *DATE*
Maser Consulting, Inc. *FLORIDA REGISTRATION No. LB 7388*

MASER CONSULTING
1101 North Lake Destiny Road, Suite 415
Maitland, Florida 32751
(877)-627-3772

REVISIONS			
	1		
	2		

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

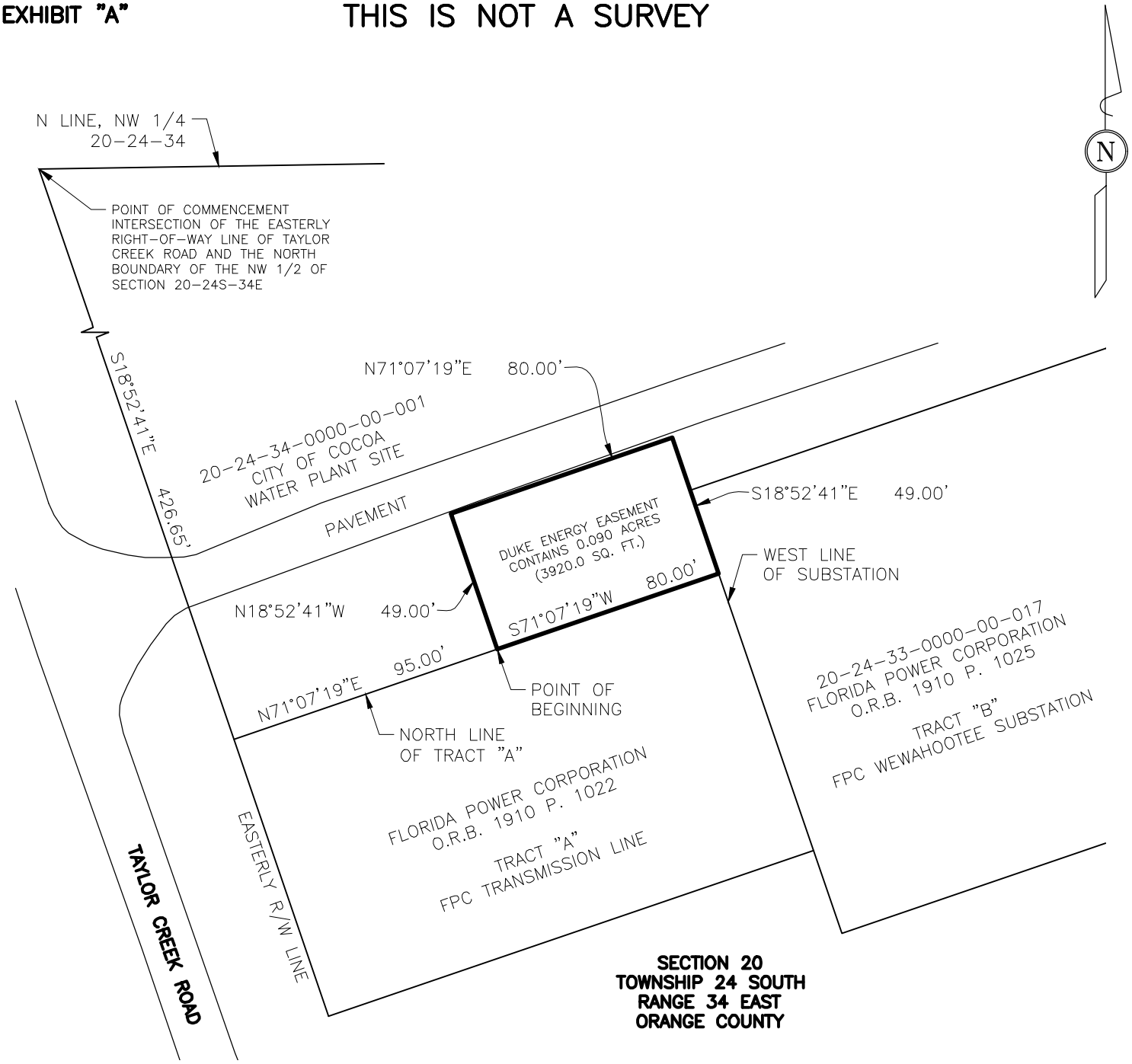
WEWAHOOTEE SUBSTATION
CITY OF COCOA
ORANGE COUNTY, FL.

DUKE ENERGY.
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	20004345A	DRAWN	CHECK	SCALE: 1"=50'	SITE: 000000	LU: 0000000	WO: 32645161
VENDOR DRAWING No.	Wewahootee T-Line	OM	BKH	DATE: 10/08/2020	WEWAHOOTEE T-LINE BOX.DWG		SHEET 1 OF 2

EXHIBIT "A"

THIS IS NOT A SURVEY



LEGEND:

O.R.B.	*OFFICIAL RECORDS BOOK*
P.S.M.	*PROFESSIONAL SURVEYOR AND MAPPER*
LB	*LICENSED BUSINESS*
R/W	*RIGHT-OF-WAY*
P.B.	*PLAT BOOK*
P.	*PAGE*

0 25 50

1 INCH = 50 FEET

MASER CONSULTING
1101 North Lake Destiny Road, Suite 415
Maitland, Florida 32751
(877)-627-3772

REVISIONS			
	1		
	2		

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

WEWAHOOTEE SUBSTATION
CITY OF COCOA
ORANGE COUNTY, FL.

DUKE ENERGY.
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	20004345A	DRAWN	CHECK	SCALE: 1"=50'	SITE: 000000 / LU: 0000000 / WO: 32645161
VENDOR DRAWING No.	Wewahootee T-Line	OM	BKH	DATE: 10/08/2020	WEWAHOOTEE T-LINE BOX.DWG / SHEET 2 OF 2

Legislation Details (With Text)

File #:	21-415	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/3/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve a Multi-Year Contract with ClearGov, Budget Document Software, by way of Exemption to Competitive Bid. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RB Exemption to Competitive Bid Form (ClearGov Budget Document Software) 6-7-21-eform(HH).pdf ClearGovCocoa_FL_Renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 3, 2021
Agenda Date: June 22, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Multi-Year Contract with ClearGov, Budget Document Software, by way of Exemption to Competitive Bid.

BACKGROUND:

In FY 2021, the City procured the one-year services of ClearGov for the purposes of entering in the Capital Projects 5-year plan and to create an ADA compliant electronic version of the Budget Document, that meets the Government Finance Officers Association standards.
At that time, the City paid set up fees as well as the annual subscription fee. While although there are other Budget Document Software companies available, Staff is requesting this three-year renewal with Cleargov, as the set-up costs associated with the data transfer have already been paid. The cost associated with this three-year renewal is for the annual subscription, which is split with Utilities and within the City Managers signing authority. If the City were to procure another software, set up fees would need to be paid again.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

FY22 $12,500
FY23 $12,500
FY24 $12,500

The cost is shared between the General Fund and Water Sewer and will be budgeted within the appropriate fiscal year, for the new three years.

001-1600-513.56-15
421-4010-536.56-15

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve a Multi-Year Contract with ClearGov, Budget Document Software, by way of Exemption to Competitive Bid.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9500292&GUID=FBAF15F4-1245-433D-8849-1CCB9B8353AD* is a secure document that has been embedded in this document. Double click the pushpin to view.



CLEARGOV

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Lewie Alfano
Contact Phone	(978) 870-7720
Contact Email	lalfano@cleargov.com

Order Date	May 24, 2021
Order valid if signed by	**Jun 30, 2021**

Customer Information

Customer	Cocoa FL	**Contact**	Lora Howell	**Billing Contact**	
Address	65 Stone St	**Title**	Deputy Finance Director	**Title**	
City, St, Zip	Cocoa FL, 32922	**Email**	lhowell@cocoafl.org	**Email**	
Phone	(321) 433-8611			**PO # (If any)**	

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Oct 1, 2021	$ 12,500.00	Annual Subscription Fee
Oct 1, 2022	$ 12,500.00	Annual Subscription Fee
Oct 1, 2023	$ 12,500.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Oct 1, 2021	Oct 1, 2021	ClearGov Setup Services
Initial	Oct 1, 2021	Sep 30, 2024	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...

Subscription Services	Tier	Service Fees
ClearGov Capital Budgeting Lite - Civic Edition	Tier 4	No Charge
ClearGov Digital Budget Book - Civic Edition	Tier 4	$ 12,500.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 12,500.00**

Billing Terms and Conditions

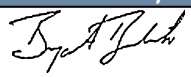
Valid Until	**Jun 30, 2021**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Original Service Order	This ClearGov Service Order supercedes the ClearGov Service Order with an Order Date of 08/28/2020, (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Financial Data Onboarding and Deliverables	Subject to Customer's approval, ClearGov will format, onboard and categorize Customer's revenue and expense data based on files provided by Customer (the ***"Deliverables"***). ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided that Customer submits the Deliverables and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in this Service Order. Customer shall be solely responsible for inputing applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.

Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	~~Lora Howell~~
Title	~~Deputy Finance Director~~

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

HELLOSIGN

Audit Trail

TITLE	Cocoa FL Renewal (not a new deal)
FILE NAME	_Cocoa FL Renewal...1 (Basic) (1).pdf
DOCUMENT ID	b15c2dae8d464d144307a9fe1d87462d349af5d3
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**06 / 03 / 2021** 15:39:07 UTC	Sent for signature to Bryan Burdick (bburdick@cleargov.com) from lalfano@cleargov.com IP: 73.114.228.92
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SIGNED	**06 / 03 / 2021** 15:44:29 UTC	Signed by Bryan Burdick (bburdick@cleargov.com) IP: 71.184.198.67
COMPLETED	**06 / 03 / 2021** 15:44:29 UTC	The document has been completed.

Legislation Details (With Text)

File #:	21-433	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/9/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve a multi-year contract with Thompson Consulting Services, LLC (Tier I) and Disaster Program & Operations, Inc. (Tier II) for Disaster Debris Monitoring Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign the associated contracts approved by City Council and subsequent renewal terms. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SLA Contract Agreement No. 21-14 Disaster Debris Monitoring (Thompson - TIER_1).pdf SLA Contract Agreement No. 21-14 Disaster Debris Monitoring (DISASTER PROGRAMS & Final Tabulation and Evaluation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 9, 2021
Agenda Date: June 22, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a multi-year contract with Thompson Consulting Services, LLC (Tier I) and Disaster Program & Operations, Inc. (Tier II) for Disaster Debris Monitoring Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign the associated contracts approved by City Council and subsequent renewal terms.

BACKGROUND:

The City of Cocoa is preparing for future disasters by entering into a pre-event contract for Debris Monitoring Services. On March 9, 2021, the City released to the General Public a Request for Proposal (RFP) to engage qualified firms with experience in disaster and debris removal monitoring and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of the City of Cocoa to award this contract to one (1) Tier I Contractor and one (1) or more Tier II Contractor(s).

After the bid closing date, a Selection Committee was designated to evaluate three (3) RFPs submitted by Debris Tech, LLC, Disaster Program & Operations, Inc., and Thompson Consulting

Services, LLC. On May 18th, the Selection Committee evaluators presented their final scoring on the RFPs. Below is the Contractor Score Sheet.

RFP-21-14-COC Disaster Debris Monitoring Services - Final Scoring					
	Abby M.	**Chris C.**	**Anthony H.**	**Final Score**	**Rank**
Thompson	4.65	5.00	4.35	4.67	1
Disaster Progra	4.00	4.50	3.90	4.13	2
DebrisTech	3.30	4.10	3.45	3.62	3

Based on the final scoring results, Staff recommends approving a multi-year contract with Thompson Consulting Services, LLC (Tier I) and Disaster Program & Operations, Inc. (Tier II) for Disaster Debris Monitoring Services.

The base term for this agreement is three years and includes up to three one-year renewals for a total contract length of six years.

STRATEGIC PLAN CONNECTION:

City of Cocoa Comprehensive Plan Objective 9.2.6: Disaster Preparedness for Entities Critical to Redevelopment. The City shall develop and implement pre-and-post disaster preparedness measures critical for redevelopment.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: Stormwater Division
Bid / RFP / RFQ #: RFP # 21-14-COC Disaster Debris Monitoring Services	Project #
Thompson Consulting Services LLC **(Tier 1)**	Scope of Work or Services: Provide emergency Disaster Debris Monitoring Services in accordance with the scope of work defined within the RFP.
Address / City / State / Zip: 260 Maitland Center Parkway, Maitland, FL 32751	Phone / Fax #'s: P: 407-792-0018 F: 407-878-7858 E: jhoyle@thompsoncs.net
Purchase / Contract Amount: TBD – Event Driven	Date of Award Notification: May 20, 2021
Title / Position (Print) Jon Hoyle, President	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-1)

This Agreement made and entered into on the ____ day of _____by and between **Thompson Consulting Services LLC.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **2601 Maitland Center Parkway, Maitland, FL 32751**, 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 or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide disaster and debris removal monitoring and the preparation, response, recovery, and mitigation phases of any emergent event or disaster for the City of Cocoa.

   Thompson Consulting Services, LLC, referred to as "CONTRACTOR" within this agreement as must comply with the following specifications:

   The Contractor(s) will be responsible for all debris monitoring services listed within this Agreement, excluding optional services for updating the City's Disaster Debris Monitoring Plan.

   The Contractor shall retain strict adherence and maintain documentation required for the reimbursement from FEMA, FHWA, and Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required shall follow all compliance with FEMA, FHWA, FDOT and/or other State and Federal Agencies, and other State relief programs regulations regarding eligibility.

   Contractors must follow and comply with all applicable requirements stated in 2 CFR §200.318 through §200.326 and Appendix II to Part 200 in the execution of this Agreement and must require and enforce similar compliance with all sub-contractors.

   No additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the requirements requested and approved by the City Manager.

2. **DEBRIS MANAGEMENT SITES (DMS)**

   The current location for the City's Debris Management Site (DMS) for the resulting Agreement is located at:

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-1)

Site 1: Bracco Pond Stormwater Retention Area
Highway Ave.
Cocoa, Florida 32922
Lat. 28.366064 / Long 80.738347Waste planned for Management: Yard Trash
WACS ID: 18484

Site 2: Lee Wenner Park
300 River Edge Blvd.
Cocoa, FL 32922
Lat. 28.355717 / Long 80.722014
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 10523

Site 3: Fire Station #1 Field
Address: 1740 Dixon Blvd.
Cocoa, Florida Zip: 32922
Lat. 28.373547 / Long 80.756975
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 106461

Site 4: Rosa L. Jones
Address: 915 Florida Ave.
Cocoa, Florida Zip: 32922
Lat. 28.349997 / Long 80.728589
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

Site 5: North Fiske Pond Stormwater Retention Area
Address: Cocoa Lakes Dr.
Cocoa, Florida Zip: 32922
Lat. 28.386342 / Long 80.745178
Waste planned for Management: Yard Trash
WACS ID: 106943

Site 6: Michigan Avenue
Address: 2201 Michigan Ave.
Cocoa, Florida Zip: 32926
Lat. 28.387214 / Long 80.763208
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

However, the City reserves the right to amend the DMS as deemed necessary.

3. DEFINITIONS AND ACRONYMS

These acronyms shall be used hereafter throughout the solicitation and subsequent awarded Agreement:

a. FEMA: Federal Emergency Management Agency
b. FHWA: Federal Highway Administration
c. FDOT: Florida Department of Transportation
d. FDEP: Florida Department of Environmental Protection
e. FDH: Florida Department of Health
f. NRCS: Natural Resources Conservation Services
g. SJRWMD: St. Johns River Water Management District
h. Agreement – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
i. Authorized Representative – City employees and/or contracted individuals designated by the City.
j. City – The City of Cocoa, Florida
k. City Debris Manager – A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations. May also be referred to as City Project Manager.
l. Consultant – The Consultant is a person or entity which included employees, partners, principals, agents, and assignees who are party to the agreement for the purpose of providing services and will be referred to as a Contractor for purposes of this agreement.
m. Contract – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
n. Contractor – 1) Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2.) The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
o. Data Manager – Manager of data collected from monitoring operations and employed by the Contractor.
p. Debris – Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.
q. Debris Collection Monitor – Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.
r. Debris Management Plan – The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.
s. Debris Removal Contractor – A person or entity, including employees, partners,

principals, agents, and assignees that are under contract with the City to remove storm deposited debris
according to federal and state guidelines.

t. Disposal Site Monitor – A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
u. Emergency Operations Center (EOC) – An Emergency Operations Center or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation. The City's Emergency Operations Center is located at the City of Cocoa City Hall, 65 Stone Street, Cocoa, Florida 32922.
v. Exit Site Monitor – Employees of the Contractor who observe outbound trucks at the Debris Management Site.
w. Federal Emergency Management Agency (FEMA) – FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA eligible roads and other roadways not on the federal aid system.
x. Federal Highway Administration (FHWA – FHWA through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.
y. Field Operations Manager – Employee of the Contractor who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.
z. Handheld Units (HHU) – Devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.
aa. Hand Loading - Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.
bb. Notice to Proceed (NTP) – This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.
cc. Project Manager – Project Manager is a Contractor who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager term may also be used to refer to a City Representative.
dd. System – The word "System" is used in reference to the electronic portion of electronic debris monitoring.
ee. System Database – A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.
ff. Temporary Debris Management Sites – A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

gg. Ticket Manager – Contractor responsible for overseeing the electronic ticket processing.

4. DEBRIS MONITORING SERVICES

a. Disaster Response Administration and Documentation

1. The Contractor will provide annual updates of key personnel staffing and resumes to the Contract Administrator, if any changes are made and shall be approved by the City Manager.
2. The Project Manager, and at his/her discretion, may direct the Contractor's key personnel to report to the EOC within twenty-four (24) hours of activation at the EOC. For other natural or manmade disasters, the Contractor must report within six (6) hours after notification.
3. The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team.

Examples of project management/process oversight tasks include, but are not limited to:

a. Ensuring a sufficient number of trained debris monitors are available to monitor "first push" (cut & toss) operations.
b. Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
c. Providing tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
d. Providing tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
e. Providing data entry and document processing personnel, if applicable.
f. Conducting safety meetings with field staff, as necessary.
g. Responding to and documenting issues regarding complaints, damages, accidents, or incidents involving the debris removal contractor and/or the Contractor personnel and ensure that they are fully documented and reported.
h. Coordinating daily briefings, work progress, staff, and other key items with the City.
i. Scheduling, dispatching, and logistical operations of all team members.
j. Hiring, training, deploying, and supervising inspectors.
k. Scheduling work for all team members and contractors on a daily basis.
l. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
m. Tracking and coordinating with City personnel to respond to problems in the

field, citizens' complaints, and to include commercial and residential property damage claims as a result of debris removal.

n. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the City; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
o. Conduct all safety inspections on a regular, predetermined, and random basis. Ensure the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.
p. Monitoring debris removal contractor progress and making/implementing recommendations to improve efficiency and speed up removal work.
q. Assisting the City with responding to public concerns and comments.
r. Ensuring compliance with contracts by all subcontractors.
s. Scheduling and running periodic meetings with field staff and contractors.
t. Ensuring the documentation of environmental authorizations and/or permits for debris management sites and final disposal.
u. Review and reconcile debris removal contractor invoices submitted to the City.
v. Preparation of interim operations and status reports, and final report, as directed by the City.

b. **Contractor Qualifications**

1. A Project Management team shall consist of the following members, which will be activated and utilized at the discretion of the City:

    a. Project Manager
    b. Operations Manager
    c. Monitors (Debris Collection, DMS, Exit Site Monitors, or Tower Monitors)
    d. Data Manager
    e. FEMA Coordinator
    f. Scheduler / Expediters
    g. GIS Analyst
    h. Field Supervisors
    i. Environmental Specialist
    j. Project Inspectors (Citizen Site Monitors)
    k. Project Inspectors (Load Ticket Data Entry Clerks / QA / QC)
    l. Billing and Invoice Analysts
    m. Administrative Assistants
    n. Field Coordinators (Crew Monitors)

2. Other positions that may be required to perform services, on a limited basis and as approved by the City, include:

    a. Senior Grant Management/Disaster Recovery Consultant
    b. FEMA/FHWA Grants Manager

c. FEMA Program/Insurance Specialist
d. Senior Planner
e. Planner

3. The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be listed in the Price Schedule, (Attachment B).
4. The hourly rates proposed for all positions must include all travel related and all other direct and indirect expenses necessary to complete the services. The City of Cocoa will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.

c. **Collection Monitoring**

1. The City of Cocoa is divided into four (4) Zones, please refer to Attachment "A", which is attached hereto and incorporated herein. The City of Cocoa has six (6) potential Disaster Debris Management Sites. Four (4) of the sites are FDEP pre-authorized and two (2) are pending authorization. In response to a debris-generating event, the City shall determine which of those sites will be activated based on areas affected by the event and affected areas requiring debris collection and removal. Attachment "A" illustrates the Debris Collection Zones Map showing Cocoa City Hall, Public Works Administrative Building, Brevard County Landfill, and DMS's. Maps of a close-up of each DMS is included as well. The location of the six (6) DMS's are identified within Exhibit A – F.
2. The Contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.
3. In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.
4. The Contractor shall provide a **Field Quality Control Team** consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the City for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery

crews shall be monitored to meet regulatory guidelines and provide adequate fraud protection for the City. Upon submission of this plan, the City will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their management team. All Field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and/or appropriate.

5. Examples of collection monitoring tasks include, but are not limited to:

   a. Verification that all debris picked up is a direct result of the disaster.
   b. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
   c. Verification that the debris removal contractor and the Contractor is working in their assigned contract areas.
   d. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
   e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
   f. Ensuring compliance with contracts by all subcontractors.
   g. Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field. The team shall photograph every stump and leaner as well as a random sample of hanger removal.
   h. Document and report to the City damages which occur on public or private property as a result of debris removal operations.
   i. Ensure that debris removal contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

d. **Load Ticket Process Development.**

1. The Contractor shall establish load ticket processes and forms to be provided to collection monitor staff for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the Contractor, vehicle driver, subcontractor, and the debris removal contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the City shall be turned over to the City upon

completion of the project.

2. Load tickets shall include the following minimum information:
   a. Date
   b. Time
   c. Designation of "Push", first pass, second pass, and subsequent passes
   d. Complete Street Address of closest property
   e. Nearest Cross Streets
   f. Type of Debris
   g. Vehicle Number
   h. Vehicle Capacity
   i. Percent of Volume Full
   j. Driver Name (printed) and signature
   k. Filed Monitor name (printed) and signature
   l. Name of Subcontractor
   m. Tower monitor name (printed) and signature

e. **Monitoring**
   1. All debris collected and disposed of must be monitored and documented by the debris site monitors.
   2. The Contractor will provide a **Debris Site Quality Control Team** consisting, at a minimum, of two (2) monitors per debris site. In addition to the monitors, the Contractor will provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency, and regulatory compliance.

   These staff members, in conjunction with the project management team, will coordinate logistics of the debris management site(s) to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies (such as vehicle fullness, type of waste, etcetera).

   The Contractor will observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure sideboards and have tailgate. No vehicles will be allowed to enter the debris management site without a tailgate. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

   3. Examples of debris management monitoring tasks include, but are not limited to:
      a. Monitoring type of waste prior to entering debris management site.
      b. Disposal Site/Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles.
      c. Ensuring safety and security of debris management site.

d. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns.
e. Document and report to the City any violations of the Department of Environmental Protection's (DEP) debris site conditions.
f. If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the debris removal contractor.
g. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
h. Certifying the completeness of all load tickets that enter into a disposal site.
i. Exit Site Monitors will ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DMS.

f. **Vehicle Certification**

1. All debris hauling vehicles will be certified prior to debris removal. The Contractor will complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms will contain at a minimum include the following:

   a. Length
   b. Width
   c. Depth
   d. Gross Volume in cubic yards
   e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
   f. Net volume in cubic yards
   g. Tag number of the vehicle
   h. Company vehicle number
   i. Drive of the vehicle name (printed) and signature
   j. Monitor name (printed) and signature
   k. Date

2. In addition to certifying the vehicle with forms, photographs will be taken of each vehicle showing the vehicle number and type of vehicle. These photographs will be attached with the certification. Original copies of these certifications including photographs will be retained by the Contractor on behalf of the City. Original certifications retained by the Contractor on behalf of the City will be turned over to the City upon completion of the project. Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes will be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications will be performed once every

two (2) weeks on all vehicles, by the Contractor.

g. **Additional Duties and Responsibilities**

1. The responsibilities of the Project Management Team include:

a. Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
b. Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
c. Inspecting means and methods to measure and record work and recommending changes that may be needed.
d. Stopping work in progress that is not being performed or documented in the appropriate manner.
e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
f. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
g. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
h. Maintaining digital photo documentation of debris removal work on a weekly basis.
i. Aerial photography on a bi-weekly basis.
j. Reporting damage within twenty-four (24) hours of knowledge of occurrence.
k. The Contractor and/or subcontractors will perform work in accordance with all applicable federal, state, and local laws and regulations.

h. **Operations Reports and Record Documentation**

1. The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris removal contractors' activities and progress from the previous day and will be submitted by 10:00 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

a. Contractor Name
b. Contract Number
c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested by the City.
d. GIS mapping data updates and digitized reports.

e. All GIS layers required will be provided to the Contractor by the City Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS Data must be in an ESRI ArcGIS Desktop ArcMap 10.3 format or higher version.
f. Data exports should be at least monthly and utilize Microsoft© Excel® or other formats acceptable to City.
g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or Adobe© PDF® file format.

2. The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

i. **Database Reporting**

The Contractor will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required formats, which must follow requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft© Excel® file (or other formats as approved by the City) shall be created by the Contractor. This database shall include all information on debris removal including, but not limited to load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e., push, first pass, second pass, and subsequent passes.) This data shall record all information to a City facility and/or street address within the City. Any electronic reporting from this database must be provided in either Adobe© or Microsoft© Excel®. The database created by the contractor will be given to the City at the conclusion of the event.

j. **Electronic Monitoring**

The Contractor MAY exercise the option to utilize electronic debris monitoring.

k. **Payment Monitoring**

1. The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing and separating in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

2. All invoices from the debris removal contractor(s) must be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices must be reviewed by the Contractor to be accepted or rejected. The Contractor will issue in writing to the City and the debris removal contractor, the acceptance or

rejection of invoices. If the invoice is rejected, the letter must state a detailed reason for the rejection. Only 100 percent (100%) accurate and completed invoices will be forwarded to the City for payment.

l. **Daily Damage Reports**

1. The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within twenty-four (24) hours of knowledge of occurrence. Each daily report submitted will contain the following minimum information:

   a. Location and description of damaged property
   b. Date and Time damage occurred / detected
   c. Description of damage

m. **Public Information Assistance**

1. The Contractor will provide regular status updates to the City for public information use.
2. As directed by the City, the Contractor may be required to provide staff members to assist with public telephone inquiries and complaints. The staff members will log all customer calls and maintain a status log toward the resolution of each call. This public information team will log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints will be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution will be provided to the City.

n. **Meetings with City Personnel**

1. The City personnel will conduct a kick-off meeting, with the contractor when the contract is awarded.
2. The Contractor will meet with the City representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the Contractor shall meet with the City at least once per year at no cost to the City. This meeting must occur prior to the hurricane season or at the earliest date available by each party.
3. Reporting to City – The Contractor will contact the City Debris Manager at a minimum, twenty-four (24) hours prior to a hurricane or immediately upon the occurrence of a major disaster in which there is no advance notification/warning. The Contractor will report to the designated City Debris Manager within eight (8) hours of being given Notice to Proceed.

o. **Review, Permits and Certificates**

1. A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though permits are not required.
2. The Contractor will assist the City with any permit applications and coordination with environmental agencies; shall monitor debris removal contractor(s) to ensure compliance with any permit requirements; and shall assist the City with any pre or post sampling of soil or groundwater, as necessary.
3. Some of the permits anticipated of being required for this type of work include, but may not be limited to, the following:

    a. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits.
    b. Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit.

p. **Assessment of Debris Accumulation in Drainage Canals**

The Contractor will assist the City in assessing and documenting the debris accumulation and damage in the City's drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

q. **Compliance**

1. The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SJRWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, SJRWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.
2. The Contractor will follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
3. The Contractor will ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act

(NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

4. The Contractor will check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

r. **Technical Expertise and Guidance – As directed by the City, the Contractor shall provide**

1. A comprehensive emergency management plan to include plan development, plan review, and plan revisions.
2. Oversight of the City's independent debris removal contractor(s) and related operations including, but not limited to, tree trimming, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D) and vegetative debris.
3. Coordination of the certification process for all debris removal contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
4. Coordination of communication with appropriate Federal, State, and Local Agencies.
5. If needed and as directed, assist the City staff with federal, state and county regulatory and/or permitting requirements required for the debris removal and/or disaster recovery efforts.
6. Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, NRCS, and all other applicable public agencies associated with debris removal and recovery efforts.
7. Preparation of operational reports to advise of the progress of citywide debris removal efforts.
8. Preparation of daily damage reports to advise of damage to private and public property as a result of debris removal efforts.
9. Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate Federal, State, or County agency.
10. As may be needed, assist the City staff with seeking and obtaining applicable reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.
11. If needed and as directed, prepare preliminary damage assessments or follow-up assessments.
12. If needed and as directed, damage assessment to include plan development, procedure development, staff training, and staff augmentation.
13. If needed and as directed, damage assessment of facilities.
14. If needed and as directed, consult with the City staff, or independently prepare

a debris removal/disaster recovery plan and develop an appropriate training program for the City staff.

15. If needed and as directed, consult with the City staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
16. Aerial photographs per the City's Public Works Department specifications will be flown monthly (of the debris site(s)s or other areas as designated or requested by the City).
17. Technical support and assistance in developing public information.

s. **Other Services – As directed by the City, the Contractor may provide the following:**

1. Training and Assistance – Sessions for all key City personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
2. Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.
3. Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to, development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets). Consult with City staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

t. **Event Closure**

The Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, NRCS and any other applicable agency for disaster recovery efforts by City staff and requests for payment by the disaster debris removal contractors.

u. **Final Report**

1. A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City's Project Manager within thirty (30) calendar days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the

conclusion of all related activities. At a minimum, the following information will be included in this report:

a. The locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated.
b. The locations of final disposal sites and permits, recycling facilities and salvage facilities used during the operations.
c. Preparation of a final debris removal and disaster recovery report to the City discussing, in part, the response requirements and results.
d. Recommendations for future disaster response strategies.
e. If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the City's expense to potential future damage from natural disasters.
f. Copies of manifests, certificates, and related documents.
g. Logbooks and all other data taken during the implementation of the disaster response plan.

v. **Performance Schedule**

1. The Contractor will provide continuous services, per the Agreement's hourly rates, and for the period specified in the notice to proceed.
2. The Contractor will mobilize a staff of sufficient size to adequately monitor debris operations.

During this period, the Contractor's Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

w. **FHWA-ER Program and 2 CFR Part 200 Contract Requirements**

The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the Contractor regarding the following:

1. Buy America Requirements '
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
6. Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
7. All disaster invoices will include the location where delivered or where used, if appropriate.

8. All debris removal contractor and the Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   a. Timecards.
   b. Daily work reports for every employee, by each separate FEMA category of work
   c. Daily equipment uses, by each separate FEMA category of work.
   d. List of all supplies and materials used, by each separate FEMA category of work.
   e. Includes both prime and sub-contractors
9. All work must be properly grouped according to FEMA damage categories as specified in the contract.
10. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the Agreement.

x. **Time and Material Project Closeout**

1. As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements will apply:

   a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) working hours. Any work done beyond seventy (70) hours is at the Contractor's risk.
   b. All Time and Materials task orders must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
   c. All Time and Materials contracts are subject to ongoing monitoring by either the City staff and/or an independent third-party monitoring firm.
   d. All Time and Materials contracts listing equipment shall include FEMA Equipment

   Rate Sheet four (4) digit codes as reference, if applicable.

y. **Final Project Closeout**

Upon final inspection of the project by the City, the Contractor will submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

z. **General Contractual Requirements**

1. The Contractor will disclose to the City current and future debris monitoring contractual obligations within the state of Florida throughout the term of the

Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within thirty (30) days of entering said contractual obligation and submit an updated contractual obligation listing annually on the anniversary date of this Agreement.

2. The Contractor will not accept, solicit, or contract any local work with other governments, private businesses, homeowners, or others while actively performing debris management services for the City during an emergency event, without the express written consent from the City.
3. The Contractor agrees to hire or contract with willing local individuals, MBE/WBE/DBE businesses, and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. If Contractor is unable to contract local individuals or MBE / WBE / DBE businesses, the Contractor must provide a memorandum for record, thus documenting the date of solicitation, copy of request and responses by the firm. If no response is provided, this must be documented within the memorandum for record. The Contractor will supply the City, on a yearly basis, a list of local individuals, MBE/WBE/DBE businesses, and firms under contract for performing services.
4. All payments under the Agreement will be made only for services requested and approved by the City. There will be no retainer paid in order to keep the contract in effect.
5. The Contractor will be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities when performing services.

5. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Public Works Department – Storm Water Division, dated March 9, 2021 ; Bid Documents (RFP# 21-14-COC) issued by the City, dated March 9, 2021; Contractor's Bid Submittal, dated April 16, 2021 General Conditions, if any; Federal Terms and Conditions, Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality, and services under which it is to be performed and that it enters into this Agreement based on its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

6. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders
   b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Issued Bid Documents
f. Contractor's Bid Proposal
g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

7. **AGREEMENT INTERPRETATION** - At its discretion, during the course of work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

8. **TERM**

The term of this agreement will be for a period three (3) years to begin upon approval and execution by the City; with the opportunity for additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals shall not exceed six (6) years. The decision to renew or extend the contract shall be at the discretion of the City. The CONTRACTOR must review the disaster debris removal/management services and ancillary preparation/recovery services with the City on an annual basis coordinated through the Director of Public Works.

9. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for Debris Monitoring Services in accordance with the Contract Documents, stated herewith on an event-based requirement. CONTRACTOR agrees to accept this agreement as a TIME AND MATERIALS contract and compensation for the agreed upon services, terms and conditions embraced in the Contract Documents shall be in accordance with the schedule of values (Attachment B) proposed by the CONTRACTOR.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's schedule of values all costs of any nature relating to: (1) the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(A) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's proposed schedule of values specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(B) The CONTRACTOR acknowledges that CONTRACTOR's proposed schedule of values

included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works – Storm Water Division Debris Management Sites (DMS).

(C) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Values included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

10. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. 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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. 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 OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

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

12. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

13. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

14. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works – Storm Water Division or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

15. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

16. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

    c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

    d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

17. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

18. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. **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 party.

20. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

21. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

22. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

23. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall

also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

24. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

26. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

27. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

28. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

29. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be

open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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

31. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

32. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

33. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

34. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Thompson Consulting Services LLC
Attn: Jon Hoyle / President
260 Maitland, Florida 32751
P: 407-792-0018 / F: 407-878-7858 / E: jhoyle@thompsoncs.net

For OWNER:

City of Cocoa
Attn: City Manager and Director – Public Works Department
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

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

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

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

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FEDERALLY FUNDED PROJECTS – TERMS AND CONDITIONS

For Work that will be funded in whole or in part by federal funds, the following provisions shall apply as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-1)

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ***THOMPSON CONSULTING SERVICES LLC.,*** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jon Hoyle - President

Name and Title of Contractor's Authorized Official

May 25, 2021

Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-1)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor
Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

THOMPSON CONSULTING SERVICES, LLC.

By: _____

Print name/title: Jon Hoyle / President

Date: May 25, 2021

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 25th day of MAY, 2021, by Jon Hoyle, LLC the PResident of Thompson Consulting Services who is personally known to me or who produced _____ as identification and who did take an oath.

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Lydia Pena
(Notary Public Signature)
LYDIA PENA
(Print Name)
Notary Public, State of Florida
Commission No.: GG 334200
My Commission Expires: MAY 13, 2023

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Thompson Consulting Services, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Thompson Consulting Services, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jon Hoyle, President

Date: May 25, 2021

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/25/2021 (date) by Jon Hoyle, President (name of officer or agent, title of officer or agent) of Thompson Consulting Services, LLC (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

[Notary Seal] Notary Public

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

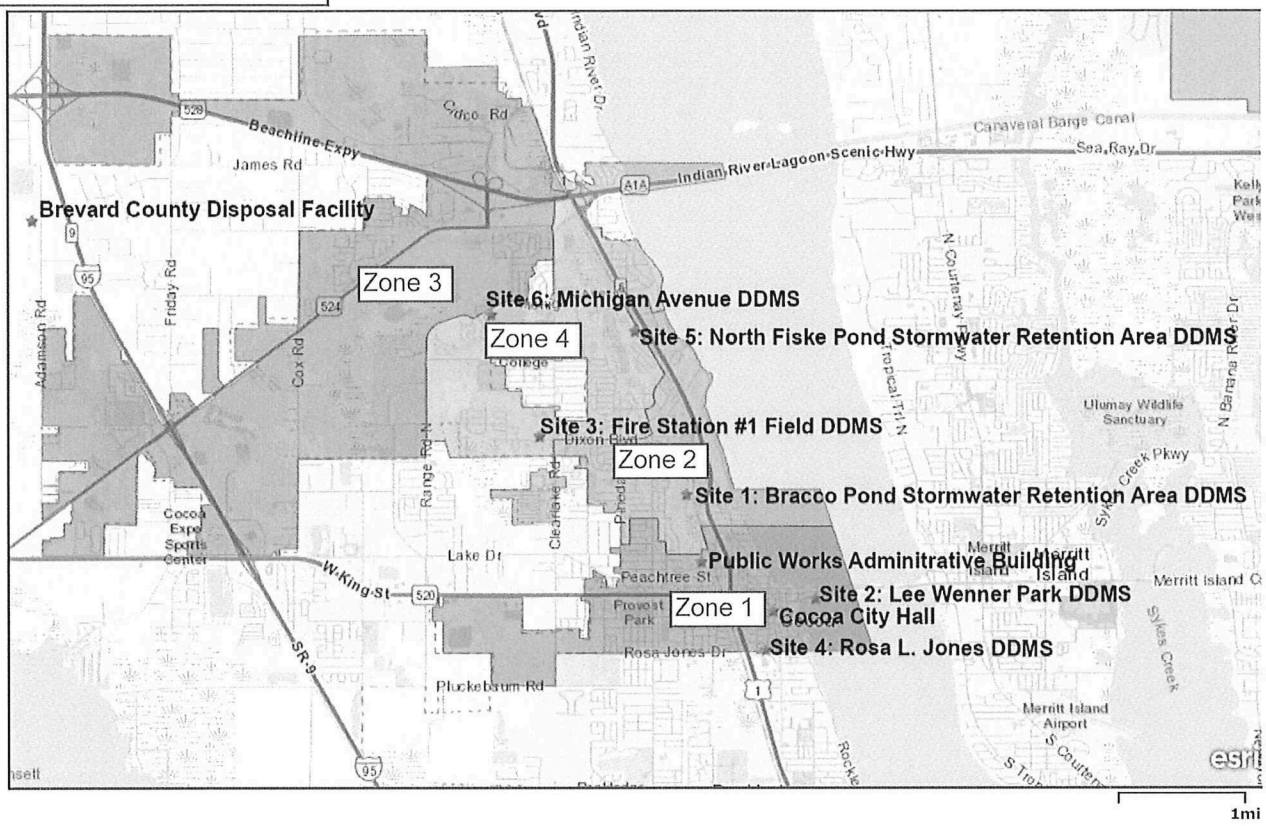
Lydia Pena

Name typed, printed or stamped

My Commission Expires: May 13, 2023

ATTACHMENT A

Debris Collection Zones



Brevard County, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA | Source: City of Cocoa

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-14-COC
	REQUEST FOR PROPOSALS (RFP)	**Due Date: April 9, 2021**
TITLE: DISASTER DEBRIS MONITORING SERVICES		

Attachment "F"

Price Proposal and Acceptance of Proposal Terms and Conditions

1. PRICE PROPOSAL

ITEM	DESCRIPTION	UOM	ESTIMATED QUANTITIES (see note #1)	PROPOSED HOURLY RATE	EXTENDED PRICE
1.	Project Manager	Hour	120	$ 69.00	$ 8,280.00
2.	Operations Manager	Hour	120	$ 59.00	$ 7,080.00
3.	Monitors (Debris/Code, Collection, DMS, Site Monitors, and/or Tower Monitors)	Hour	7,000	$ 35.00	$ 245,000.00
4.	Data Manager	Hour	40	$ 65.00	$ 2,600.00
5.	FEMA/FHWA Coordinator	Hour	40	$ 75.00	$ 3,000.00
6.	Scheduler/Expediters	Hour	100	$ 18.50	$ 1,850.00
7.	GIS Analyst	Hour	20	$ 55.00	$ 1,100.00
8.	Field Supervisors	Hour	200	$ 49.00	$ 9,800.00
9.	Environmental Specialist	Hour	30	$ 65.00	$ 1,950.00
10.	Project Inspectors (Citizen Site Monitors)	Hour	3,000	$ 26.50	$ 79,500.00
11.	Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)	Hour	1,500	$ 18.50	$ 27,750.00
12.	Billing and Invoice Analysts	Hour	60	$ 55.00	$ 3,300.00
13.	Field Coordinators (Crew Monitors)	Hour	200	$ 26.50	$ 5,300.00
14.	Senior Grant Management/Disaster Recovery Consultant	Hour	40	$ 125.00	$ 5,000.00
15.	FEMA/FHWA Grants Manager	Hour	40	$ 110.00	$ 4,400.00
16.	FEMA Program/Insurance Specialist	Hour	40	$ 95.00	$ 3,800.00
17.	Senior Planner	Hour	20	$ 110.00	$ 2,200.00
18.	Planner	Hour	20	$ 95.00	$ 1,900.00
TOTAL EXTENDED PROPOSED PRICE BASED ON ESTIMATED QUANTITIES (ITEMS 1 THROUGH 18)					**$ 413,810.00**

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor please misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

2. OPTIONAL PRICING

OPTIONAL PRICING: DEBRIS MANAGEMENT PLAN TASKS (see note #2)	
DESCRIPTION	**PRICE**
TASK #1: UPDATE – Review and Update the City's Current Debris Management Plan	$ *TBD
TASK #2: CREATE – Prepare a NEW City Debris Management Plan (from scratch)	$ *TBD

*In order to accurately provide scope, task and fee for optional Task #1 and/or optional Task #2 Thompson will need to first review the existing DDMP, DMS plan, permitting, hauling contracts, etc. Following this review Thompson proposes a scoping meeting to develop a task and fee proposal. Thompson will honor the rates proposed to complete this work.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-14-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: April 9, 2021

TITLE: DISASTER DEBRIS MONITORING SERVICES

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

3. FEDERAL CERTIFICATIONS

A. The Proposer is fully trained, experienced, and knowledgeable of 2 CFR 200, Appendix II to 2 CFR 200, FEMA, FHWA, FDOT, or other State and Federal Agencies, and other State relief programs regulations regarding eligibility, and Public Assistance Program Policy Guide (PAPPG).

[X] YES [ ] NO

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Thompson Consulting Services, LLC

Mailing Address: 2601 Maitland Center Parkway Maitland, FL 32751

Telephone Number: 407-792-0018 Fax Number: 407-878-7858 E-mail Address: jhoyle@thompsonscs.net

Authorized Signatory | Jon Hoyle (Printed Name) | FEIN: 45-2015453 | DUNS: 968677158

President (Title) | 4/5/2021 (Date) | CAGE Code: 7NZ42 As issued through www.sam.gov

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was executed before me this 5th day of April, 20 21, by Jon Hoyle as President of Thompson Consulting Services, LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

(stamp)

Lydia Pena
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

EXHIBIT A

Brevard County Property Appraiser



February 24, 2021

1:8,000

0 365 730 1,460 ft

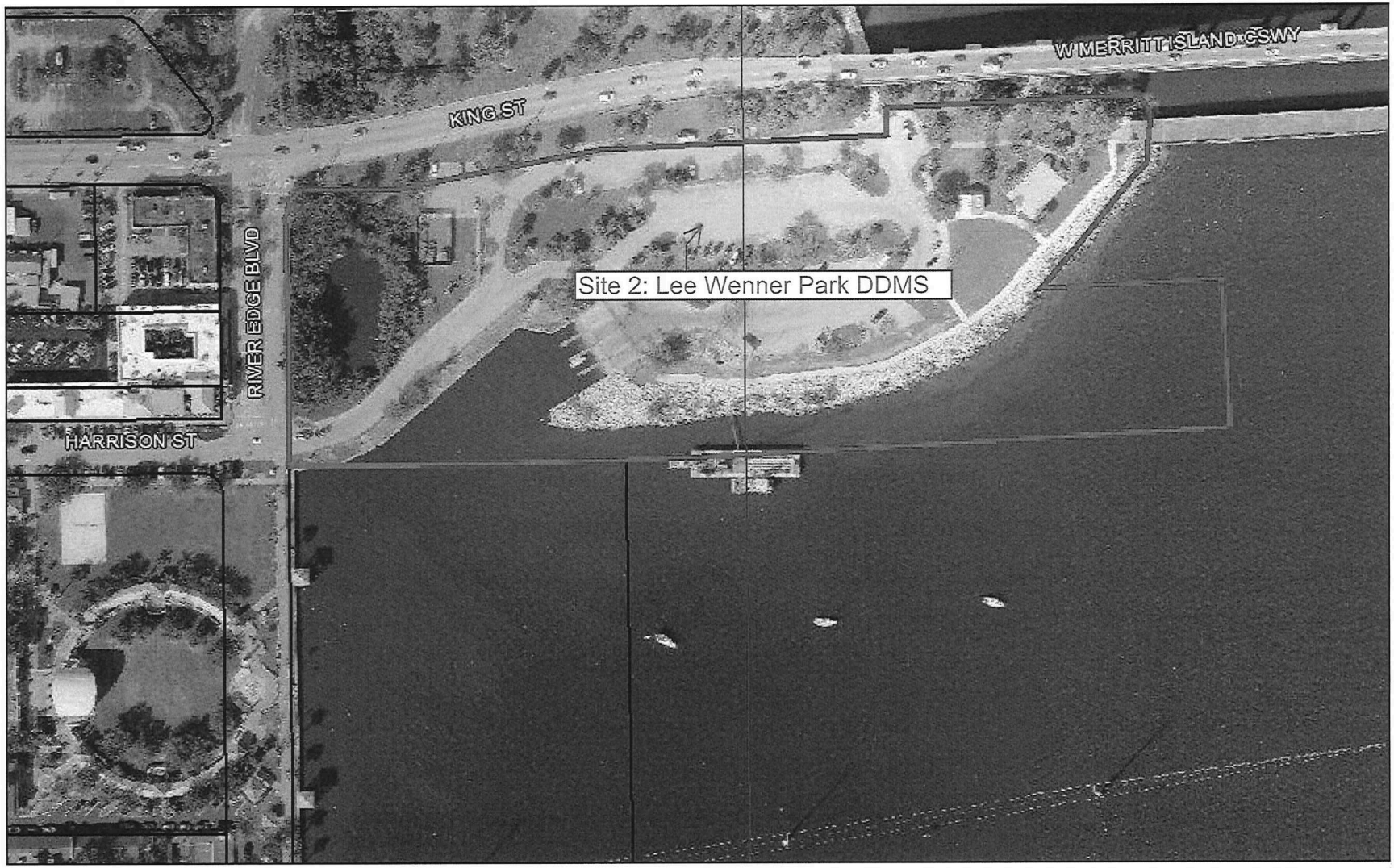
0 112.5 225 450 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.
© BCPAO 2015

EXHIBIT B

Brevard County Property Appraiser



March 3, 2021

1:2,000

0 90 180 360 ft

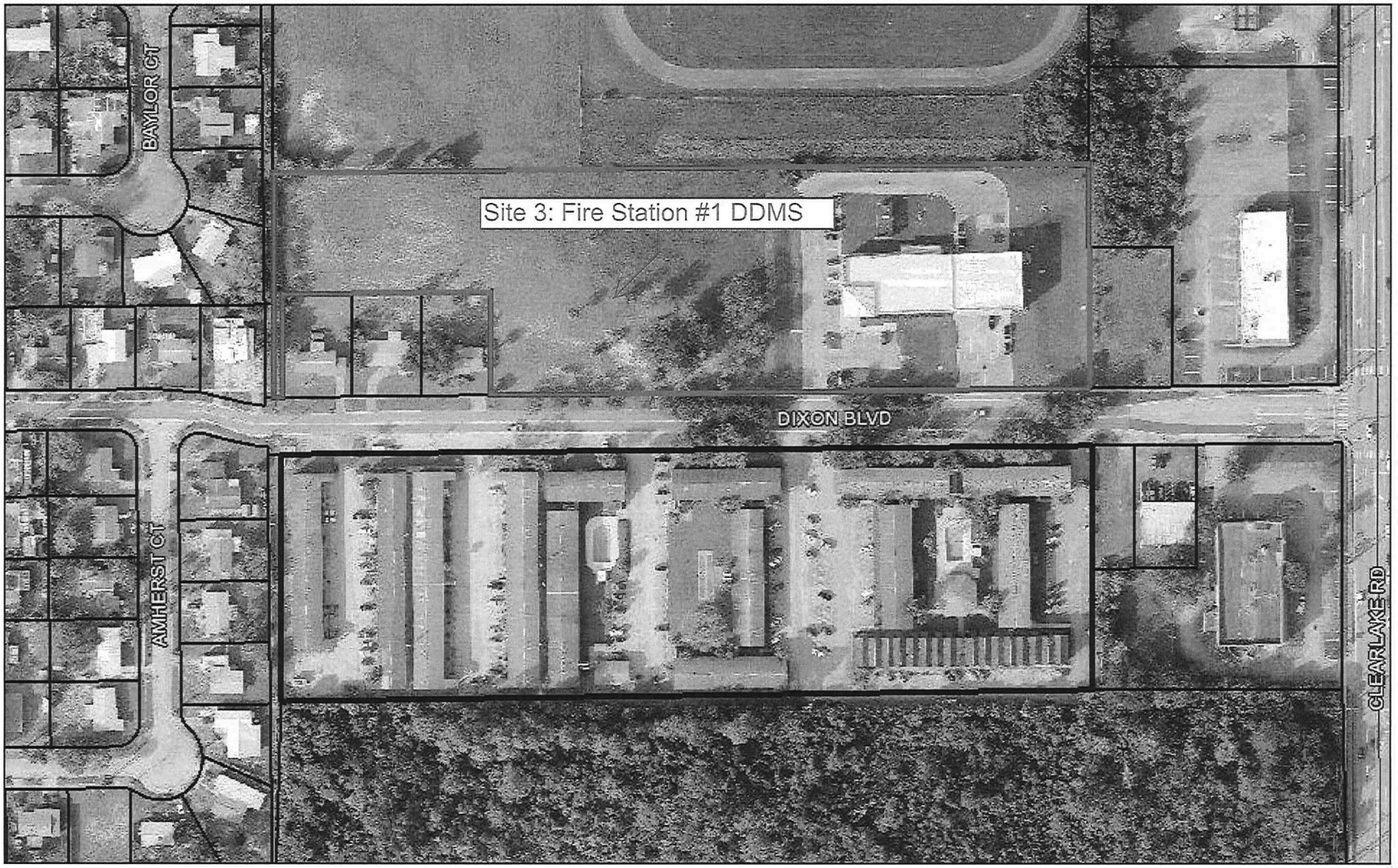
0 25 50 100 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.

EXHIBIT C

Brevard County Property Appraiser



March 3, 2021

1:2,000

0 90 180 360 ft

0 25 50 100 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.

©BCPAO 2015

EXHIBIT D

Brevard County Property Appraiser



March 3, 2021

1:2,000

0 90 180 360 ft

0 25 50 100 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.

© BCPAO 2015

EXHIBIT E

Brevard County Property Appraiser



March 3, 2021

1:8,000

0 365 730 1,460 ft

0 112.5 225 450 m

2346850

For illustration only. Not a survey. Map layers may not precisely align.

EXHIBIT F

Brevard County Property Appraiser



March 3, 2021

1:2,000

0 90 180 360 ft

0 25 50 100 m

2846850

For illustration only. Not a survey. Map layers may not precisely align.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: Stormwater Division
Bid / RFP / RFQ #: RFP # 21-14-COC Disaster Debris Monitoring Services	Project #
Awarded To: Disaster Programs & Operations Inc. **(Tier 2)**	Scope of Work or Services: Provide emergency Disaster Debris Monitoring Services in accordance with the scope of work defined within the RFP.
Address / City / State / Zip: 10033 Sawgrass Dr. W. Ste 121, Ponte Vedra, FL 32082	Phone / Fax #'s: P: 561-436-3383 E:
Purchase / Contract Amount: TBD – Event Driven	Date of Award Notification: May 20, 2021
Title / Position (Print) Gabrielle E. Benigni / President DP&O	Signature Gabrielle Benigni

Please complete the information required above.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-2)

ORIGINAL

This Agreement made and entered into on the ____ day of _____by and between **Disaster Programs & Operations Inc.,** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **1003 Sawgrass Dr. W., Suite 121, Ponte Vedra Beach, Florida 32082** 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 or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall serve as a TIER-2 provider of disaster and debris removal monitoring and the preparation, response, recovery, and mitigation services of any emergent event or disaster for the City of Cocoa.

   The City will engage with the TIER-1 CONTRACTOR of record, Thompson Consulting Services LLC., upon initial event coordination, however, should said contractor be unable to fulfill the requirements herein, the TIER-2 CONTRACTOR, Disaster Programs & Operations Inc., shall perform the services as required as the primary CONTRACTOR for record.

   Disaster Programs & Operations Inc., referred to as "CONTRACTOR" within this agreement as must comply with the following specifications:

   The Contractor(s) will be responsible for all debris monitoring services listed within this Agreement, excluding optional services for updating the City's Disaster Debris Monitoring Plan.

   The Contractor shall retain strict adherence and maintain documentation required for the reimbursement from FEMA, FHWA, and Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required shall follow all compliance with FEMA, FHWA, FDOT and/or other State and Federal Agencies, and other State relief programs regulations regarding eligibility.

   Contractors must follow and comply with all applicable requirements stated in 2 CFR §200.318 through §200.326 and Appendix II to Part 200 in the execution of this Agreement and must require and enforce similar compliance with all sub-contractors.

   No additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the requirements requested and approved by the City Manager.

2. DEBRIS MANAGEMENT SITES (DMS)

The current location for the City's Debris Management Site (DMS) for the resulting Agreement is located at:

Site 1: Bracco Pond Stormwater Retention Area
Highway Ave.
Cocoa, Florida 32922
Lat. 28.366064 / Long 80.738347Waste planned for Management: Yard Trash
WACS ID: 18484

Site 2: Lee Wenner Park
300 River Edge Blvd.
Cocoa, FL 32922
Lat. 28.355717 / Long 80.722014
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 10523

Site 3: Fire Station #1 Field
Address: 1740 Dixon Blvd.
Cocoa, Florida Zip: 32922
Lat. 28.373547 / Long 80.756975
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 106461

Site 4: Rosa L. Jones
Address: 915 Florida Ave.
Cocoa, Florida Zip: 32922
Lat. 28.349997 / Long 80.728589
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

Site 5: North Fiske Pond Stormwater Retention Area
Address: Cocoa Lakes Dr.
Cocoa, Florida Zip: 32922
Lat. 28.386342 / Long 80.745178
Waste planned for Management: Yard Trash
WACS ID: 106943

Site 6: Michigan Avenue
Address: 2201 Michigan Ave.
Cocoa, Florida Zip: 32926
Lat. 28.387214 / Long 80.763208
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

However, the City reserves the right to amend the DMS as deemed necessary.

3. DEFINITIONS AND ACRONYMS

These acronyms shall be used hereafter throughout the solicitation and subsequent awarded Agreement:

a. FEMA: Federal Emergency Management Agency
b. FHWA: Federal Highway Administration
c. FDOT: Florida Department of Transportation
d. FDEP: Florida Department of Environmental Protection
e. FDH: Florida Department of Health
f. NRCS: Natural Resources Conservation Services
g. SJRWMD: St. Johns River Water Management District
h. Agreement – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
i. Authorized Representative – City employees and/or contracted individuals designated by the City.
j. City – The City of Cocoa, Florida
k. City Debris Manager – A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations. May also be referred to as City Project Manager.
l. Consultant – The Consultant is a person or entity which included employees, partners, principals, agents, and assignees who are party to the agreement for the purpose of providing services and will be referred to as a Contractor for purposes of this agreement.
m. Contract – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
n. Contractor – 1) Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2.) The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
o. Data Manager – Manager of data collected from monitoring operations and employed by the Contractor.
p. Debris – Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.
q. Debris Collection Monitor – Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.
r. Debris Management Plan – The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.
s. Debris Removal Contractor – A person or entity, including employees, partners,

principals, agents, and assignees that are under contract with the City to remove storm deposited debris
according to federal and state guidelines.

t. Disposal Site Monitor – A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
u. Emergency Operations Center (EOC) – An Emergency Operations Center or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation. The City's Emergency Operations Center is located at the City of Cocoa City Hall, 65 Stone Street, Cocoa, Florida 32922.
v. Exit Site Monitor – Employees of the Contractor who observe outbound trucks at the Debris Management Site.
w. Federal Emergency Management Agency (FEMA) – FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA eligible roads and other roadways not on the federal aid system.
x. Federal Highway Administration (FHWA – FHWA through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.
y. Field Operations Manager – Employee of the Contractor who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.
z. Handheld Units (HHU) – Devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.
aa. Hand Loading - Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.
bb. Notice to Proceed (NTP) – This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.
cc. Project Manager – Project Manager is a Contractor who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager term may also be used to refer to a City Representative.
dd. System – The word "System" is used in reference to the electronic portion of electronic debris monitoring.
ee. System Database – A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.
ff. Temporary Debris Management Sites – A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

gg. Ticket Manager – Contractor responsible for overseeing the electronic ticket processing.

4. DEBRIS MONITORING SERVICES

a. Disaster Response Administration and Documentation

1. The Contractor will provide annual updates of key personnel staffing and resumes to the Contract Administrator, if any changes are made and shall be approved by the City Manager.
2. The Project Manager, and at his/her discretion, may direct the Contractor's key personnel to report to the EOC within twenty-four (24) hours of activation at the EOC. For other natural or manmade disasters, the Contractor must report within six (6) hours after notification.
3. The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team.

Examples of project management/process oversight tasks include, but are not limited to:

a. Ensuring a sufficient number of trained debris monitors are available to monitor "first push" (cut & toss) operations.
b. Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
c. Providing tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
d. Providing tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
e. Providing data entry and document processing personnel, if applicable.
f. Conducting safety meetings with field staff, as necessary.
g. Responding to and documenting issues regarding complaints, damages, accidents, or incidents involving the debris removal contractor and/or the Contractor personnel and ensure that they are fully documented and reported.
h. Coordinating daily briefings, work progress, staff, and other key items with the City.
i. Scheduling, dispatching, and logistical operations of all team members.
j. Hiring, training, deploying, and supervising inspectors.
k. Scheduling work for all team members and contractors on a daily basis.
l. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
m. Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, and to include commercial and residential property

damage claims as a result of debris removal.

n. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the City; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
o. Conduct all safety inspections on a regular, predetermined, and random basis. Ensure the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.
p. Monitoring debris removal contractor progress and making/implementing recommendations to improve efficiency and speed up removal work.
q. Assisting the City with responding to public concerns and comments.
r. Ensuring compliance with contracts by all subcontractors.
s. Scheduling and running periodic meetings with field staff and contractors.
t. Ensuring the documentation of environmental authorizations and/or permits for debris management sites and final disposal.
u. Review and reconcile debris removal contractor invoices submitted to the City.
v. Preparation of interim operations and status reports, and final report, as directed by the City.

b. **Contractor Qualifications**

1. A Project Management team shall consist of the following members, which will be activated and utilized at the discretion of the City:

    a. Project Manager
    b. Operations Manager
    c. Monitors (Debris Collection, DMS, Exit Site Monitors, or Tower Monitors)
    d. Data Manager
    e. FEMA Coordinator
    f. Scheduler / Expediters
    g. GIS Analyst
    h. Field Supervisors
    i. Environmental Specialist
    j. Project Inspectors (Citizen Site Monitors)
    k. Project Inspectors (Load Ticket Data Entry Clerks / QA / QC)
    l. Billing and Invoice Analysts
    m. Administrative Assistants
    n. Field Coordinators (Crew Monitors)

2. Other positions that may be required to perform services, on a limited basis and as approved by the City, include:

    a. Senior Grant Management/Disaster Recovery Consultant
    b. FEMA/FHWA Grants Manager
    c. FEMA Program/Insurance Specialist

d. Senior Planner
e. Planner

3. The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be listed in the Price Schedule, (Attachment B).
4. The hourly rates proposed for all positions must include all travel related and all other direct and indirect expenses necessary to complete the services. The City of Cocoa will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.

c. **Collection Monitoring**

1. The City of Cocoa is divided into four (4) Zones, please refer to Attachment "A", which is attached hereto and incorporated herein. The City of Cocoa has six (6) potential Disaster Debris Management Sites. Four (4) of the sites are FDEP pre-authorized and two (2) are pending authorization. In response to a debris-generating event, the City shall determine which of those sites will be activated based on areas affected by the event and affected areas requiring debris collection and removal. Attachment "A" illustrates the Debris Collection Zones Map showing Cocoa City Hall, Public Works Administrative Building, Brevard County Landfill, and DMS's. Maps of a close-up of each DMS is included as well. The location of the six (6) DMS's are identified within Exhibit A – F.
2. The Contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.
3. In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.
4. The Contractor shall provide a **Field Quality Control Team** consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the City for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet regulatory guidelines and provide

adequate fraud protection for the City. Upon submission of this plan, the City will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their management team. All Field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and/or appropriate.

5. Examples of collection monitoring tasks include, but are not limited to:

   a. Verification that all debris picked up is a direct result of the disaster.
   b. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
   c. Verification that the debris removal contractor and the Contractor is working in their assigned contract areas.
   d. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
   e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
   f. Ensuring compliance with contracts by all subcontractors.
   g. Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field. The team shall photograph every stump and leaner as well as a random sample of hanger removal.
   h. Document and report to the City damages which occur on public or private property as a result of debris removal operations.
   i. Ensure that debris removal contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

d. **Load Ticket Process Development.**

1. The Contractor shall establish load ticket processes and forms to be provided to collection monitor staff for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the Contractor, vehicle driver, subcontractor, and the debris removal contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project.

2. Load tickets shall include the following minimum information:
   a. Date
   b. Time
   c. Designation of "Push", first pass, second pass, and subsequent passes
   d. Complete Street Address of closest property
   e. Nearest Cross Streets
   f. Type of Debris
   g. Vehicle Number
   h. Vehicle Capacity
   i. Percent of Volume Full
   j. Driver Name (printed) and signature
   k. Filed Monitor name (printed) and signature
   l. Name of Subcontractor
   m. Tower monitor name (printed) and signature

e. **Monitoring**
   1. All debris collected and disposed of must be monitored and documented by the debris site monitors.
   2. The Contractor will provide a **Debris Site Quality Control Team** consisting, at a minimum, of two (2) monitors per debris site. In addition to the monitors, the Contractor will provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency, and regulatory compliance.

   These staff members, in conjunction with the project management team, will coordinate logistics of the debris management site(s) to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies (such as vehicle fullness, type of waste, etcetera).

   The Contractor will observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure sideboards and have tailgate. No vehicles will be allowed to enter the debris management site without a tailgate. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

   3. Examples of debris management monitoring tasks include, but are not limited to:
      a. Monitoring type of waste prior to entering debris management site.
      b. Disposal Site/Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles.
      c. Ensuring safety and security of debris management site.
      d. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials, and other similar environmental

concerns.

e. Document and report to the City any violations of the Department of Environmental Protection's (DEP) debris site conditions.
f. If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the debris removal contractor.
g. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
h. Certifying the completeness of all load tickets that enter into a disposal site.
i. Exit Site Monitors will ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DMS.

f. Vehicle Certification

1. All debris hauling vehicles will be certified prior to debris removal. The Contractor will complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms will contain at a minimum include the following:

   a. Length
   b. Width
   c. Depth
   d. Gross Volume in cubic yards
   e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
   f. Net volume in cubic yards
   g. Tag number of the vehicle
   h. Company vehicle number
   i. Drive of the vehicle name (printed) and signature
   j. Monitor name (printed) and signature
   k. Date

2. In addition to certifying the vehicle with forms, photographs will be taken of each vehicle showing the vehicle number and type of vehicle. These photographs will be attached with the certification. Original copies of these certifications including photographs will be retained by the Contractor on behalf of the City. Original certifications retained by the Contractor on behalf of the City will be turned over to the City upon completion of the project. Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes will be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications will be performed once every two (2) weeks on all vehicles, by the Contractor.

g. **Additional Duties and Responsibilities**

1. The responsibilities of the Project Management Team include:

a. Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
b. Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
c. Inspecting means and methods to measure and record work and recommending changes that may be needed.
d. Stopping work in progress that is not being performed or documented in the appropriate manner.
e. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
f. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
g. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
h. Maintaining digital photo documentation of debris removal work on a weekly basis.
i. Aerial photography on a bi-weekly basis.
j. Reporting damage within twenty-four (24) hours of knowledge of occurrence.
k. The Contractor and/or subcontractors will perform work in accordance with all applicable federal, state, and local laws and regulations.

h. **Operations Reports and Record Documentation**

1. The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris removal contractors' activities and progress from the previous day and will be submitted by 10:00 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

a. Contractor Name
b. Contract Number
c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested by the City.
d. GIS mapping data updates and digitized reports.
e. All GIS layers required will be provided to the Contractor by the City Public Works Department, prior to an event or as soon as possible to ensure up to

date files and consistency in field structure. All GIS Data must be in an ESRI ArcGIS Desktop ArcMap 10.3 format or higher version.

f. Data exports should be at least monthly and utilize Microsoft© Excel® or other formats acceptable to City.

g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or Adobe© PDF® file format.

2. The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

i. **Database Reporting**

The Contractor will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required formats, which must follow requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft© Excel® file (or other formats as approved by the City) shall be created by the Contractor. This database shall include all information on debris removal including, but not limited to load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e., push, first pass, second pass, and subsequent passes.) This data shall record all information to a City facility and/or street address within the City. Any electronic reporting from this database must be provided in either Adobe© or Microsoft© Excel®. The database created by the contractor will be given to the City at the conclusion of the event.

j. **Electronic Monitoring**

The Contractor MAY exercise the option to utilize electronic debris monitoring.

k. **Payment Monitoring**

1. The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing and separating in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

2. All invoices from the debris removal contractor(s) must be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices must be reviewed by the Contractor to be accepted or rejected. The Contractor will issue in writing to the City and the debris removal contractor, the acceptance or rejection of invoices. If the invoice is rejected, the letter must state a detailed reason for the rejection. Only 100 percent (100%) accurate and completed

invoices will be forwarded to the City for payment.

l. **Daily Damage Reports**

1. The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within twenty-four (24) hours of knowledge of occurrence. Each daily report submitted will contain the following minimum information:

   a. Location and description of damaged property
   b. Date and Time damage occurred / detected
   c. Description of damage

m. **Public Information Assistance**

1. The Contractor will provide regular status updates to the City for public information use.
2. As directed by the City, the Contractor may be required to provide staff members to assist with public telephone inquiries and complaints. The staff members will log all customer calls and maintain a status log toward the resolution of each call. This public information team will log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints will be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution will be provided to the City.

n. **Meetings with City Personnel**

1. The City personnel will conduct a kick-off meeting, with the contractor when the contract is awarded.
2. The Contractor will meet with the City representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the Contractor shall meet with the City at least once per year at no cost to the City. This meeting must occur prior to the hurricane season or at the earliest date available by each party.
3. Reporting to City – The Contractor will contact the City Debris Manager at a minimum, twenty-four (24) hours prior to a hurricane or immediately upon the occurrence of a major disaster in which there is no advance notification/warning. The Contractor will report to the designated City Debris Manager within eight (8) hours of being given Notice to Proceed.

o. **Review, Permits and Certificates**

1. A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though permits are not required.
2. The Contractor will assist the City with any permit applications and coordination with environmental agencies; shall monitor debris removal contractor(s) to ensure compliance with any permit requirements; and shall assist the City with any pre or post sampling of soil or groundwater, as necessary.
3. Some of the permits anticipated of being required for this type of work include, but may not be limited to, the following:

    a. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits.
    b. Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit.

p. **Assessment of Debris Accumulation in Drainage Canals**

The Contractor will assist the City in assessing and documenting the debris accumulation and damage in the City's drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

q. **Compliance**

1. The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SJRWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, SJRWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.
2. The Contractor will follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
3. The Contractor will ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act

(NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

4. The Contractor will check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

r. **Technical Expertise and Guidance – As directed by the City, the Contractor shall provide**

1. A comprehensive emergency management plan to include plan development, plan review, and plan revisions.
2. Oversight of the City's independent debris removal contractor(s) and related operations including, but not limited to, tree trimming, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D) and vegetative debris.
3. Coordination of the certification process for all debris removal contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
4. Coordination of communication with appropriate Federal, State, and Local Agencies.
5. If needed and as directed, assist the City staff with federal, state and county regulatory and/or permitting requirements required for the debris removal and/or disaster recovery efforts.
6. Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, NRCS, and all other applicable public agencies associated with debris removal and recovery efforts.
7. Preparation of operational reports to advise of the progress of citywide debris removal efforts.
8. Preparation of daily damage reports to advise of damage to private and public property as a result of debris removal efforts.
9. Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate Federal, State, or County agency.
10. As may be needed, assist the City staff with seeking and obtaining applicable reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.
11. If needed and as directed, prepare preliminary damage assessments or follow-up assessments.
12. If needed and as directed, damage assessment to include plan development, procedure development, staff training, and staff augmentation.
13. If needed and as directed, damage assessment of facilities.
14. If needed and as directed, consult with the City staff, or independently prepare

a debris removal/disaster recovery plan and develop an appropriate training program for the City staff.

15. If needed and as directed, consult with the City staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
16. Aerial photographs per the City's Public Works Department specifications will be flown monthly (of the debris site(s)s or other areas as designated or requested by the City).
17. Technical support and assistance in developing public information.

s. **Other Services – As directed by the City, the Contractor may provide the following:**

1. Training and Assistance – Sessions for all key City personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
2. Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.
3. Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to, development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets). Consult with City staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

t. **Event Closure**

The Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, NRCS and any other applicable agency for disaster recovery efforts by City staff and requests for payment by the disaster debris removal contractors.

u. **Final Report**

1. A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City's Project Manager within thirty (30) calendar days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the

conclusion of all related activities. At a minimum, the following information will be included in this report:

a. The locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated.
b. The locations of final disposal sites and permits, recycling facilities and salvage facilities used during the operations.
c. Preparation of a final debris removal and disaster recovery report to the City discussing, in part, the response requirements and results.
d. Recommendations for future disaster response strategies.
e. If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the City's expense to potential future damage from natural disasters.
f. Copies of manifests, certificates, and related documents.
g. Logbooks and all other data taken during the implementation of the disaster response plan.

v. **Performance Schedule**

1. The Contractor will provide continuous services, per the Agreement's hourly rates, and for the period specified in the notice to proceed.
2. The Contractor will mobilize a staff of sufficient size to adequately monitor debris operations.

During this period, the Contractor's Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

w. **FHWA-ER Program and 2 CFR Part 200 Contract Requirements**

The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the Contractor regarding the following:

1. Buy America Requirements '
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
6. Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
7. All disaster invoices will include the location where delivered or where used, if appropriate.

8. All debris removal contractor and the Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   a. Timecards.
   b. Daily work reports for every employee, by each separate FEMA category of work
   c. Daily equipment uses, by each separate FEMA category of work.
   d. List of all supplies and materials used, by each separate FEMA category of work.
   e. Includes both prime and sub-contractors
9. All work must be properly grouped according to FEMA damage categories as specified in the contract.
10. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the Agreement.

x. **Time and Material Project Closeout**

1. As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements will apply:

   a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) working hours. Any work done beyond seventy (70) hours is at the Contractor's risk.
   b. All Time and Materials task orders must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
   c. All Time and Materials contracts are subject to ongoing monitoring by either the City staff and/or an independent third-party monitoring firm.
   d. All Time and Materials contracts listing equipment shall include FEMA Equipment

   Rate Sheet four (4) digit codes as reference, if applicable.

y. **Final Project Closeout**

Upon final inspection of the project by the City, the Contractor will submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

z. **General Contractual Requirements**

1. The Contractor will disclose to the City current and future debris monitoring contractual obligations within the state of Florida throughout the term of the

Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within thirty (30) days of entering said contractual obligation and submit an updated contractual obligation listing annually on the anniversary date of this Agreement.

2. The Contractor will not accept, solicit, or contract any local work with other governments, private businesses, homeowners, or others while actively performing debris management services for the City during an emergency event, without the express written consent from the City.
3. The Contractor agrees to hire or contract with willing local individuals, MBE/WBE/DBE businesses, and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. If Contractor is unable to contract local individuals or MBE / WBE / DBE businesses, the Contractor must provide a memorandum for record, thus documenting the date of solicitation, copy of request and responses by the firm. If no response is provided, this must be documented within the memorandum for record. The Contractor will supply the City, on a yearly basis, a list of local individuals, MBE/WBE/DBE businesses, and firms under contract for performing services.
4. All payments under the Agreement will be made only for services requested and approved by the City. There will be no retainer paid in order to keep the contract in effect.
5. The Contractor will be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities when performing services.

5. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Public Works Department – Storm Water Division, dated March 9, 2021 ; Bid Documents (RFP# 21-14-COC) issued by the City, dated March 9, 2021; Contractor's Bid Submittal, dated April 16, 2021 General Conditions, if any; Federal Terms and Conditions, Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality, and services under which it is to be performed and that it enters into this Agreement based on its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

6. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders
   b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Issued Bid Documents
f. Contractor's Bid Proposal
g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

7. **AGREEMENT INTERPRETATION** - At its discretion, during the course of work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

8. **TERM**

The term of this agreement will be for a period three (3) years to begin upon approval and execution by the City; with the opportunity for additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals shall not exceed six (6) years. The decision to renew or extend the contract shall be at the discretion of the City. The CONTRACTOR must review the disaster debris removal/management services and ancillary preparation/recovery services with the City on an annual basis coordinated through the Director of Public Works.

9. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for Debris Monitoring Services in accordance with the Contract Documents, stated herewith on an event-based requirement. CONTRACTOR agrees to accept this agreement as a TIME AND MATERIALS contract and compensation for the agreed upon services, terms and conditions embraced in the Contract Documents shall be in accordance with the schedule of values (Attachment B) proposed by the CONTRACTOR.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's schedule of values all costs of any nature relating to: (1) the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(A) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's proposed schedule of values specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(B) The CONTRACTOR acknowledges that CONTRACTOR's proposed schedule of values

included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works – Storm Water Division Debris Management Sites (DMS).

(C) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Values included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

10. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. 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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. 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 OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

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

12. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

13. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

14. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works – Storm Water Division or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

15. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

16. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

    c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

    d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

17. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

18. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. **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 party.

20. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

21. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

22. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

23. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall

also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

24. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

26. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

27. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

28. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

29. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be

open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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

31. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

32. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

33. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

34. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Disaster Programs & Operations Inc.
Attn: Gabrielle E. Benigni / President
10033 Sawgrass Drive W. Suite 121, Ponte Vedra, Florida 32082
P: 561-436-3383 / E: gbenigni@dpando.com

For OWNER:

City of Cocoa
Attn: City Manager and Director – Public Works Department
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **CONFLICT OF INTEREST**.

2. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

2. The CONTRACTOR hereby certifies that no officer, agent, or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

2. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

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

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

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

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-2)

FEDERALLY FUNDED PROJECTS – TERMS AND CONDITIONS

For Work that will be funded in whole or in part by federal funds, the following provisions shall apply as required by Section 200.326, Code of Federal Regulations:

2. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-2)

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ***DISASTER PROGRAMS & OPERATIONS INC.,*** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Gabrielle Benigni

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Gabrielle E. Benigni / President

Date: 6/7/21

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-14-COC TIER-2)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor
Date: _____

ATTEST:

_____
Caric Shealy, City Clerk

CONTRACTOR

DISASTER PROGRAMS & OPERATIONS INC.

By: Gabrielle Benigni

Print name/title: Gabrielle Benigni / President

Date: 6/7/21

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (___) physical presence or (✓) online notarization, this 7th day of June, 2021, by the President of Gabrielle Benigni, who is personally known to me or who produced _____ as identification and who did take an oath.

(Notary Public Signature)
MARIE LARIZZA
(Print Name)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Notary Public State of Florida
Marie Larizza
My Commission GG 970950
Expires 03/18/2024

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **Disaster Program & Operations, Inc.** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with,section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of **Disaster Program & Operations, Inc.** proof of registrationin the E-Verify system is attached to this Affidavit.

Gabrielle Benigni

Print Name: **Gabrielle Benigni, President**

Date: **6/7/2021**

STATE OF FLORIDA

COUNTY OF **Miami - Dade**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 7th June (date) by Gabrielle Benigni (name of officer or agent, title of officer or agent) of DPO (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Marie B Larizza

Name typed, printed or stamped

My Commission Expires: _____

Notary Public State of Florida
Marie Larizza
My Commission GG 970950
Expires 03/18/2024

Official Website of the Department of Homeland Security

E-Verify

Welcome
Gabrielle Benigni

Company
Disaster Program and Operations, Inc.

User ID
GBEN0631

Company Information

Company Name
DISASTER PROGRAM & OPERATIONS, INC.
Company ID Number
1353845
Doing Business As (DBA) Name
DISASTER PROGRAM & OPERATIONS, INC.
DUNS Number
088882339

Physical Location

Address 1
10033 Sawgrass Drive West #121
Address 2
#674
City
PONTE VEDRA BEACH
State
FL
Zip Code
32082
County
SAINT JOHNS

Mailing Address

Address 1
830-13 A1A North
Address 2
#674
City
Ponte Vedra Beach
State
FL
Zip Code

32082

Additional Information

Employer Identification Number
473936181
Total Number of Employees
5 to 9
Parent Organization
DPO
Administrator
--

Organization Designation

Employer Category
None of these categories apply
View / Edit

NAICS Code
562 - WASTE MANAGEMENT AND REMEDIATION SERVICES
View / Edit

Total Hiring Sites
1
View / Edit

Total Points of Contact
2
View / Edit

- **View Original MOU Template**

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-14-COC
	REQUEST FOR PROPOSALS (RFP)	**Due Date: April 9, 2021**

TITLE: DISASTER DEBRIS MONITORING SERVICES

Attachment "F"

Price Proposal and Acceptance of Proposal Terms and Conditions

1. PRICE PROPOSAL

ITEM	DESCRIPTION	UOM	ESTIMATED QUANTITIES (see note #1)	PROPOSED HOURLY RATE	EXTENDED PRICE
1.	Project Manager	Hour	120	$110.00	$13,200.00
2.	Operations Manager	Hour	120	$80.00	$9,600.00
3.	Monitors (Debris/Code, Collection, DMS, Site Monitors, and/or Tower Monitors)	Hour	7,000	$40.00	$280,000.00
4.	Data Manager	Hour	40	$80.00	$3,200.00
5.	FEMA/FHWA Coordinator	Hour	40	$60.00	$2,400.00
6.	Scheduler/Expediters	Hour	100	$50.00	$5,000.00
7.	GIS Analyst	Hour	20	$65.00	$1,300.00
8.	Field Supervisors	Hour	200	$50.00	$10,000.00
9.	Environmental Specialist	Hour	30	$65.00	$1,950.00
10.	Project Inspectors (Citizen Site Monitors)	Hour	3,000	$70.00	$210,000.00
11.	Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)	Hour	1,500	$45.00	$67,500.00
12.	Billing and Invoice Analysts	Hour	60	$30.00	$1,800.00
13.	Field Coordinators (Crew Monitors)	Hour	60	$30.00	$1,800.00
14.	Senior Grant Management/Disaster Recovery Consultant	Hour	200	$120.00	$24,000.00
15.	FEMA/FHWA Grants Manager	Hour	40	$80.00	$3,200.00
16.	FEMA Program/Insurance Specialist	Hour	40	$85.00	$3,400.00
17.	Senior Planner	Hour	20	$120.00	$2,400.00
18.	Planner	Hour	20	$80.00	$1.600.00
TOTAL EXTENDED PROPOSED PRICE BASED ON ESTIMATED QUANTITIES (ITEMS 1 THROUGH 18)					**$642,350.00**

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor please misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

2. OPTIONAL PRICING

OPTIONAL PRICING: DEBRIS MANAGEMENT PLAN TASKS (see note #2)	
DESCRIPTION	**PRICE**
TASK #1: UPDATE – Review and Update the City's Current Debris Management Plan	$
TASK #2: CREATE – Prepare a NEW City Debris Management Plan (from scratch)	$

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-14-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: April 9, 2021

TITLE: DISASTER DEBRIS MONITORING SERVICES

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

3. FEDERAL CERTIFICATIONS

A. The Proposer is fully trained, experienced, and knowledgeable of 2 CFR 200, Appendix II to 2 CFR 200, FEMA, FHWA, FDOT, or other State and Federal Agencies, and other State relief programs regulations regarding eligibility, and Public Assistance Program Policy Guide (PAPPG).

X YES ☐ NO

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Disaster, Program & Operations, Inc.

Mailing Address: 830-13 A1A North #674 Ponte Vedra Beach FL 32082

Telephone Number: 561-436-3383 Fax Number: _____ E-mail Address: gbenigni@dpando.com

Gabrielle Benigni — FEIN: 47-3936181 — DUNS: 088882339

Authorized Signatory / Printed Name

President — 4/6/2021 — CAGE Code: 2LX4 (As issued through www.sam.gov)

Title / Date

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was executed before me this 6 day of April, 2021 by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ELIZABETH VALDES
Notary Public-State of Florida
Commission # GG 332860
My Commission Expires
May 09, 2023

(stamp)

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

BID OPENING - SIGN IN SHEET

RFP NAME: Disaster Debris Monitoring Services (FINAL SCORING)

BID NUMBER: 21-14-COC **DATE/TIME: 5/18/2021 11:00AM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org
CITY OF COCOA	Christine Savage	321-433-8775	csavage@cocoafl.org
City of Cocoa	Anthony Hagan	321-433-8684	ahagan@cocoafl.org /
City of Cocoa	Abby Morgan	321-433-8910	amorgan@cocoafl.org / A.M.
City of Cocoa	Chris Collier	321-433-8825	CCollier@cocoafl.org /

Weighted Decision Matrix (RFP-21-14-COC)							
Criteria	Weighting	Respondents					
		DebrisTech		Disaster Program		Thompson	
		Score	Total	Score	Total	Score	Total
Quals & Experience	0.25	4	1	4	1	5	1.25
Similar Projects/References	0.15	4	0.6	5	0.75	5	0.75
Project Approach	0.35	2	0.7	5	1.75	4	1.4
Price Proposal/Fee Schedule	0.25	4	1	2	0.5	5	1.25
Required Forms	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0
Total	1.00		3.3		4		4.65

Scoring Values	
Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
Respondent has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the City.	3
Respondent has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the City.	4
Respondent has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Offeror's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the City.	5

RFP-21-14-COC Weighted Decision Matrix - Chris Collier (5/18/21)							
Criteria	Weighting	Respondents					
		DebrisTech		Disaster Program		Thompson	
		Score	Total	Score	Total	Score	Total
Quals & Experience	0.25	3	0.75	5	1.25	5	1.25
Similar Projects/References	0.15	4	0.6	5	0.75	5	0.75
Project Approach	0.35	5	1.75	5	1.75	5	1.75
Price Proposal/Fee Schedule	0.25	4	1	3	0.75	5	1.25
Required Forms	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0
Total	1.00		4.1		4.5		5
Rank	1 to 3		3		2		1

Scoting Values Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
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	DT	DP	THOMPSON
ABBY	3.3	4.0	4.65
ANTHONY	3.45	3.9	4.35

Weighted Decision Matrix (RFP-21-14-COC)

Criteria	Weighting	Respondents					
		DebrisTech		Disaster Program		Thompson	
		Score	Total	Score	Total	Score	Total
Quals & Experience	0.25	~~12~~ 2	.5 3	22 4	1 ~~5.5~~	~~25~~ 5	~~6.25~~ 1.25
Similar Projects/References	0.15	~~7~~ 2	.3 1.05	12 4	.6 1.8	~~11~~ 3	1.65
Project Approach	0.35	~~30~~ 4	1.4 10.5	25 3	1.05 8.75	~~28~~ 4	9.8
Price Proposal/Fee Schedule	0.25	~~25~~ 5	1.25 6.25	25 5	1.25 ~~6.25~~	~~25~~ 5	6.25
Required Forms	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0
Total	1.00		~~20.8~~		~~22.3~~		23.95
			3.45		3.9		4.35

.45
1.4
1.25

Scoring Values	
Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
Respondent has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the City.	3
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Disaster Debris Monitoring Services
RFP-21-14-COC

RFP - Final Evaluation

Contractor Name: Thompson Consulting Services, LLC
Address: 2601 Maitland Center Parkway
City: Maitland, FL 32751

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	25
B	Similar Projects/References	15	11
C	Project Approach	35	28
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	89

Evaluator: /Anthony Hagan **Date** 5/3/21

Disaster Debris Monitoring Services
RFP-21-14-COC

RFP - Final Evaluation

Contractor Name: Disaster Program & Operations, Inc.
Address: 820-13 A1A North #674
City: Ponte Vedra Beach, FL 32082

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	22
B	Similar Projects/References	15	12
C	Project Approach	35	25
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	Ø
F	Additional Information	0	Ø
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	84

Evaluator: GH / Anthony Hogan **Date** 5/3/21

Disaster Debris Monitoring Services
RFP-21-14-COC

RFP - Final Evaluation

Contractor Name: Debris Tech, LLC
Address: 925 Goodyear Blvd.
City: Picayune, MS 39466

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	12
B	Similar Projects/References	15	7
C	Project Approach	35	30
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	74

Evaluator: / Anthony Hagan

Date 5/3/21

Disaster Debris Monitoring Services RFP-21-14-COC Contractor Score Sheet

Selection Committee Member	Debris Tech, LLC	Disaster Program & Operations, Inc.	Thompson Consulting Services, LLC
Chris Collier	4.1	4.5	5
Anthony Hagan	3.45	3.9	4.35
Abby Morgan	3.3	4.0	4.65
Total	-	-	-
Average Score	3.62 -	4.13 -	4.67 -

Legislation Details (With Text)

File #:	21-440	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve a multi-year contract with CrowderGulf Joint Venture, Inc. (Tier I) and Ceres Environmental Services, Inc. (Tier II) for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SLA Contract Agreement No. 21-15 Disaster Debris Removal Management Services SLA Contract Agreement No. 21-15 Disaster Debris Removal Management Services (CERES_TIER Bid Summary.pdf Final Tabulation and Evaluation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2021
Agenda Date: June 22, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a multi-year contract with CrowderGulf Joint Venture, Inc. (Tier I) and Ceres Environmental Services, Inc. (Tier II) for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms.

BACKGROUND:

The City of Cocoa is preparing for future Disasters by entering into a pre-event contract for Debris Removal/Management Services and Ancillary Preparation/Recovery Services. On March 9, 2021, the City released to the General Public a Request for Proposal (RFP) to engage qualified firms with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of the City of Cocoa to award this contract to one (1) Tier I Contractor and one (1) or more Tier II Contractor(s).

After the bid closing date, a Selection Committee was designated to evaluate six (6) RFPs submitted

by Ceres Environmental Services, Inc., CrowderGulf Joint Venture, Inc., D & J Enterprises, Inc., Grubbs Emergency Services, LLC, Southern Disaster Recovery, LLC, TFR Enterprises, Inc. On May 18th, the Selection Committee evaluators presented their final scoring on the RFPs. Below is the Contractor Score Sheet.

RFP-21-15-COC - Debris Removal Management Services Final Scoring					
	Abby M.	**Chris C.**	**Anthony H.**	**Final Score**	**Rank**
CrowderGulf J	4.75	4.82	4.4	4.66	1
Ceres Environ	4.15	4.79	4.15	4.36	2
Southern Disas	4.15	4.55	4.35	4.35	3
TFR Enterprise	3.9	4.27	4	4.06	4
D&J Enterprise	2.9	3.94	4.35	3.73	5
Grubbs Emerg	2.9	3.83	3.95	3.56	6

Based on the final scoring results, Staff recommends approving a multi-year contract with CrowderGulf Joint Venture, Inc. (Tier I) and Ceres Environmental Services, Inc. (Tier II) for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services.

The base term for this agreement is three years and includes up to three one-year renewals for a total contract length of six years.

STRATEGIC PLAN CONNECTION:

City of Cocoa Comprehensive Plan Objective 9.2.6: Disaster Preparedness for Entities Critical to Redevelopment. The City shall develop and implement pre-and-post disaster preparedness measures critical for redevelopment.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a multi-year contract with CrowderGulf Joint Venture, Inc. (Tier I) and Ceres Environmental Services, Inc. (Tier II) for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services from June 22, 2021, to June 21, 2027, including three one-year renewal options. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms.

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-15-COC TIER-1)

This Agreement made and entered into on the ____ day of _____by and between CROWDERGULF JOINT VENTURE INC., authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of 5629 Commerce Blvd. East, Mobile, Alabama 36619 , 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 or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide Debris Removal and Management Services, Ancillary Preparation, Recovery Services and Risk Mitigation phases of any emergent event or disaster for the City of Cocoa.

   CROWDERGULF JOINT VENTURE INC., referred to as "CONTRACTOR" within this agreement as must comply with the following specifications:

   The Contractor(s) will be responsible for all debris removal and operational services listed within this Agreement.

   The Contractor shall retain strict adherence and maintain documentation required for the reimbursement from FEMA, FHWA, and Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required shall follow all compliance with FEMA, FHWA, FDOT and/or other State and Federal Agencies, and other State relief programs regulations regarding eligibility.

   Contractors must follow and comply with all applicable requirements stated in 2 CFR §200.318 through §200.326 and Appendix II to Part 200 in the execution of this Agreement and must require and enforce similar compliance with all sub-contractors.

   No additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the requirements requested and approved by the City Manager.

2. **DEBRIS MANAGEMENT SITES (DMS)**

   The current location for the City's Debris Management Site (DMS) for the resulting Agreement is located at:

Site 1: Bracco Pond Stormwater Retention Area
Highway Ave.
Cocoa, Florida 32922
Lat. 28.366064 / Long 80.738347Waste planned for Management: Yard Trash
WACS ID: 18484

Site 2: Lee Wenner Park
300 River Edge Blvd.
Cocoa, FL 32922
Lat. 28.355717 / Long 80.722014
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 10523

Site 3: Fire Station #1 Field
Address: 1740 Dixon Blvd.
Cocoa, Florida Zip: 32922
Lat. 28.373547 / Long 80.756975
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 106461

Site 4: Rosa L. Jones
Address: 915 Florida Ave.
Cocoa, Florida Zip: 32922
Lat. 28.349997 / Long 80.728589
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

Site 5: North Fiske Pond Stormwater Retention Area
Address: Cocoa Lakes Dr.
Cocoa, Florida Zip: 32922
Lat. 28.386342 / Long 80.745178
Waste planned for Management: Yard Trash
WACS ID: 106943

Site 6: Michigan Avenue
Address: 2201 Michigan Ave.
Cocoa, Florida Zip: 32926
Lat. 28.387214 / Long 80.763208
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

However, the City reserves the right to amend the DMS as deemed necessary.

3. DEFINITIONS AND ACRONYMS

These acronyms shall be used hereafter throughout the solicitation and subsequent awarded Agreement:

a. Air Curtain Incinerator – An air curtain incinerator operates by forcefully projecting a curtain of air across an open, integrated combustion chamber (fire box) or open pit or trench (trench burner) in which combustion occurs. Air curtain incinerator include both firebox and trench burner units
b. Agreement – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
c. Authorized Representative – City employees and/or contracted individuals designated by the City.
d. Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
e. City Approved Final Disposal Site – a final disposal location approved in writing by the City.
f. City Debris Manager – the City will designate a City Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
g. Cleanup Crew – A group of individuals and/or an individual employed by the disaster debris collection Contractor to collect disaster debris.
h. Clean Vegetative Debris – Clean, woody debris and other organic materials that can be chipped and mulched. Clean vegetative debris is free of treated lumber, plastic, household hazardous waste, construction, and demolition debris, etc.
i. Construction and Demolition (C&D) Debris – PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures that are a result of a disaster event. Current eligibility criteria include:
    a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
    b. Debris removal must be the legal responsibility of the applicant.
    c. Debris must be a result of the major disaster event.
j. Contractor – 1) Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2.) The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents. The Contractor is the same as the Bidder.
k. Debris – PAPPG defines debris as includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders and vehicle and vessel wreckage.

l. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
m. Debris Management Site (DMS) – A site that is established when FEMA applicants are unable to take debris directly from the collection point to the final disposition location. A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
n. Debris Monitoring – Actions taken by the City, either by City staff or contractual services, in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
o. Debris Eligible Defined in PAPPG as:
    a. Must be associated with an eligible facility, including debris on the Property of the eligible facility;
    b. Removal of debris from improved public property and public rights-of-way (ROWs), including Federal aid roads;
    c. Residential debris, if City authorizes residents to place incident-related debris on public ROWS for a limited period of time, with the following exclusions:
    d. Debris place on public ROWs from commercial properties;
    e. Debris placed on the public ROWS resulting from removal of materials related to the construction, repair, or renovation of either residential or commercial structures.
    f. Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Vendor) of the Public Assistance grant program, publication PAPPG and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during a debris removal project.
p. Debris Not Eligible – Defined in PAPPG as:
    a. Debris removal from the following is not eligible:
    b. Federally maintained navigable channels and waterways;
    c. Flood control works under the authority of the Natural Resources Conservation Service (NRCS);
    d. Agricultural land; and
    e. Natural unimproved land, such as heavily wooded areas and unused areas.
    f. Removing debris to restore the pre-disaster capacity of engineered facilities may be eligible as Permanent Work.
q. Debris Removal (Category) – PAPPG defines debris removal activities, such as clearance, removal, and disposal are eligible as Category A if the removal is in the public interest based on whether the work:
    a. Eliminates immediate threats to lives, public health, and safety;

b. Eliminates immediate threats of significant damage to improved public or private property;
c. Ensures economic recover of the affected community to the benefit of the community at large; or
d. Mitigates risk to life and property by removing substantially damaged structures and associated structures and appurtenances as needed to convert property acquired using HMGP funds to uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the FEMA Assistant Administrator of the Recovery Directorate.

r. Debris Removal Contractor - Conduct's debris removal operations per the terms of the resulting Agreement. Term includes primary Contractor(s), subcontractors and individual crews.
s. Demobilization – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Vendor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
t. Designated Area – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
u. Disaster Case Management – The Disaster Case Management Program (DCMP) is a federally funded program administrated by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). In the event of a presidentially declared disaster, the Governor of the impacted State may request the implementation of the DCMP if the declaration includes Individual Assistance.
v. Electronic Waste (E-Waste) – PAPPG defines E-Waste as electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.
w. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
x. Emergency Debris Road Clearance - The initial debris clearance activity by pushing debris to the roadside as necessary to eliminate life and safety threats and accommodate emergency traffic.
y. FEMA – Federal Emergency Management Agency
z. FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, June 1, 2020 (PAPPG) – This publication is specifically dedicated to the rules,

regulations and policies associated with the debris removal process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:

a. Eliminating immediate threats to lives, public health and safety.
b. Eliminating immediate threats of significant damage to improved public or private property.
c. Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

aa. Garbage – Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

bb. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

cc. Hand Loading - Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

dd. Hazardous Broken Limbs/Branches – A hazardous limb or branch "hanger" that poses an immediate threat to the public. The current eligibility requirements for hazardous broken limbs or branches according to PAPPG, the limb or branch must satisfy all the following requirements:

a. The limb must be two inches (2") or greater in diameter (measured at the point of break);
b. The limb must be suspended in a tree and threatening a public-use area; and
c. The limb must be located on improved public property.

ee. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to PAPPG are:

a. The stump has fifty percent (50%) or more of the root-ball exposed;
b. The stump is two feet (2') or larger in diameter measured two feet (2') above the ground; and
c. Extraction is required as part of the removal when greater than twenty-four (24) inches in diameter, as measured twenty-four (24) inches from the ground.

ff. Hazardous Tree - A tree is considered hazardous and defined as an eligible according to PAPPG when 1) incident-damaged tree; 2) tree has a diameter of six inches (6") or greater measured four- and one-half feet (4 ½') above ground level; and the tree:

a. Has a split trunk;
b. Has a broken canopy; or
c. Is leaning at an angle great than thirty degrees (30°).

gg. Hazardous Waste - PAPPG defines hazardous waste as a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:

a. Ignitability
b. Corrosivity
c. Reactivity
d. Toxicity
e. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

hh. Household Hazardous Waste (HHW) – PAPPG defines HHW as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.
   a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
   b. HHW removal must be the legal responsibility of the applicant.
   c. HHW must be a result of the major disaster event.
   d. The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ii. Mixed Debris - Mixture of various types of debris including, but not limited to, construction and demolition debris, vegetative, white goods, metals, household generated waste, household hazardous waste, abandoned vehicles, tires, etc. that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.

jj. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

kk. Putrescent Debris – any debris that will decompose or rot, such as animal carcasses or other fleshy organic matter.

ll. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

mm. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

nn. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without

committing trespass.

oo. Rights-of-Way (ROW) – The portions of land over which facilities such as public roads, highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

pp. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

qq. Soil, Mud, and Sand – PAPPG defines as Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

rr. Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.

ss. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

tt. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

uu. Vegetative Debris – As outlined in PAPPG, eligible Vegetative Debris includes whole trees, stumps, trunks, branches, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
    a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
    b. White goods removal must be the legal responsibility of the applicant.
    c. White goods must be a result of the major disaster event.

4. GENERAL SERVICES

a. Services for contract shall include Emergency Debris Road Clearance (Push), Debris Removal (including tree, limb and stump removal in accordance with FEMA Guidelines), DMS Management and Transportation of Debris to disposal site. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this Agreement.

b. The Contractor(s) shall also be responsible for providing various ancillary services to assist in other areas of emergency response and recovery. Following is a list of ancillary services to be provided:

1. Emergency Power Generators
2. Temporary Satellite Communications
3. Temporary Sanitary Facilities
4. Reefer and Refrigerator Container with ice delivery
5. Potable Water Truck and Drinking Water
6. Mobile Fleet Repair Facilities, Technicians and Mechanics
7. Temporary Signage and Traffic Control
8. Canteen, Tents, and furnishings, inclusive of Operation and Staffing
9. Emergency Temporary Dry-in of Facilities
10. Temporary Security
11. Temporary Lighting
12. Emergency Cleaning of Stormwater Catch Basins and Wastewater Appurtenances
13. Temporary Fueling Facilities, inclusive of storage and dispensing
14. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etcetera) with operators
15. Temporary Fencing

c. Contractor may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DMS review, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling under FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

5. SCOPE OF WORK

a. The CONTRACTOR shall assist the City with debris removal and recovery operations after a wind driven disaster or other emergency/disaster events. Duties will include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for maximum reimbursement. Contractor shall coordinate with FEMA, City's Monitoring firm and City Staff. Contractor shall provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee.

b. The CONTRACTOR will perform all services in a professional and workmanlike manner and in compliance with all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, FDOT and any other applicable federal, state, and local agencies laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment and/or

workmanship not conforming to the intent of the awarded Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

c. Contractor shall comply with all of the requirements of 2 C.F.R. §200.321 in the execution of this Agreement and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

d. Under the resulting Agreement, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Representative. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Case Management documents, FEMA fact sheets and policies and as directed by the City. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services.

e. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City in writing.

f. Work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City. Work shall also include the clearing and removing of any and all "eligible" debris as defined in the Notice to Proceed. All work shall be performed in accordance with FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, June 1, 2020 or current version.

g. Eligible includes meeting the current and any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of

"eligible" applies to all uses throughout Scope of Services items.

h. Debris not defined as eligible by FEMA, state or federal policies will not be loaded, hauled or dumped under a Pre-Event Agreement unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris, which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City in writing.

i. The Contractor must be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

j. Contractor shall bear all its own operating costs and is responsible for all permits, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services. All services shall be provided in an appropriate approved area where stormwater laden pollutants will remain on site and not be transported to a state water body or stream leading to one.

k. The Contractor must provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

l. No guarantee is expressed or implied as the volume of services, if any, that shall be procured under this Agreement by the City of Cocoa.

m. Documentation Management and Support activities include, but are not limited to:

    1. Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
    2. Working closely with County and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
    3. Providing towers, lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for

FEMA and State reimbursement.

n. Additional support may include providing technical expertise, guidance and participation in the following areas:

1. Damage assessment to include plan development, procedure development, staff training and staff augmentation;
2. Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
3. Develop debris plan to include staff training;
4. Provide technical support and assistance in developing and dispersing public information.

o. MOBILIZATION:

1. Initial communication. The Contractor is responsible to contact the City's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to an emergency event anticipated to affect the City.
2. The Contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center. In the event the Contractor is unable to reach the City's representative they shall report immediately to the designated City Emergency Operations Center.
3. Initial on-site response shall be deemed as having a Contractor's representative physically present at the Cocoa Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twelve (12) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause (Refer to Agreement) shall be imposed.
4. Compensation for Standby Equipment related to Ancillary Recovery Services – Excluding Debris Management Services – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:
    i. The City will release the equipment to the Contractor for deployment outside of the City of Cocoa. This process shall be in writing with the City's Representative signature authorizing the release of the equipment.
    ii. In the event the equipment cannot be redirected, the City shall compensate the Contractor based on a daily rate schedule or pro-rated fee based on the Agreement's rate schedule.

p. Contractor will not be compensated by the City nor must the Contractor invoice the City for stand-by services or equipment for debris management services.

q. The Contractor is responsible for placing all City approved and immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

r. The Contractor must coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:

1. Verification of primary transportation routes, which require clearing;
2. Debris removal strategy (i.e. landfill disposal site, DMS, if required additional mileage to disposal site, etc);
3. Placement of emergency power at all traffic signals, if required;
4. Placement of immediate need sanitary units, if required;
5. Placement of immediate need reefer and refrigerator containers and ice supply, if required;
6. Placement of water trucks with potable water and emergency bottled water, if required; and
7. Placement and operation of a temporary fleet maintenance facility, if required.

s. The Contractor must be capable of deploying all resources for the following immediate need services within twelve (12) hours of issuance of Notice to Proceed. Should the services or delivery not be fully underway or delivered within twenty-four (24) hours of the event, the liquidated damages clause as stated in the Agreement may be imposed:

1. Equipment for clearing transportation routes;
2. Equipment and materials to provide emergency power at facilities deemed essential by the City;
3. Portable sanitary units;
4. Reefer and refrigerator containers with ice delivery;
5. Potable water trucks and emergency bottled water;
6. Temporary fleet maintenance facility;
7. Traffic control and signage; and
8. Canteen to include staffing and operation.

t. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

u. The City shall direct the Contractor on the specific equipment to be delivered, set up and made ready for use.

v. No commitments for future purchases for this or any other project are implied and

Contractor must not infer any such intentions by the City.

w. The Contractor will appoint one of their employees as the key contact for approval by the City's Representative.

x. The Contractor must provide a "clean as you go" policy and supervise and enforce such policy during ALL operations.

y. The Contractor must advertise (business card size ad) for local subcontractors ANNUALLY in a local newspaper approved by the City.

    1. Copies of advertisement affidavits must be submitted to the Procurement office.

z. The Contractor must prepare and present a written plan of operations at an annual meeting with the City in May.

aa. The Contractor must provide a safe working environment for its employees and subcontractors.

bb. The Contractor must notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

6. EMERGENCY DEBRIS ROAD CLEARANCE REQUIREMENTS

a. The Contractor shall mobilize management staff and equipment to the City within 12 hours following the issuance of a notice to proceed for post event services.

b. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy (70) hours of actual work after an Event and the issuance of a Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

    1. In the event this scope of work is not completed within the first seventy (70) hours of actual work after an Event, the process for assigning additional work will be in accordance with 2 CFR §200.318(j)(i).

c. The Contractor shall provide all labor, materials, equipment, tools, traffic control,

fuel, signage, and any other incidental items to accomplish services. This task of the scope of service shall be completed within the first twenty-four (24) hours (+/-) after mobilization in accordance with Section 2.02(15)(h) above.

d. Disposal of resulting debris shall be disposed of in accordance with the City's Debris Management Plan (Separate attachment to this document, titled "City of Cocoa Debris Management Plan)

e. City will compensate the Contractor based on the Equipment/Labor Rate Schedule – Category B.

7. DEBRIS MANAGEMENT REQUIREMENTS

a. The Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated DMS from City of Cocoa public rights-of-way; and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

b. The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours after receipt of a written notice to proceed for post event services. Debris Removal work within the city will be prioritized by the City.

c. Contractor shall provide all labor, materials, equipment, tools, traffic control, fuel, signage, and any other incidental items to accomplish services.

d. The Contractor shall be responsible for obtaining, maintaining, and complying with all required federal, state, and local permits for providing services.

e. All work shall be in compliance with all local, state and federal laws and rules, including FDEP Environmental rules.

f. Debris management services shall be defined as:

1. Eligible debris removal from City of Cocoa public rights-of-way and transportation to the DMS or directly to disposal facility
2. Quantifying and proper documentation of all debris
3. Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation
4. DMS management
5. Reduction of vegetative, C&D, and mixed debris
6. Removal of Freon in white goods
7. Removal of dead animal carcasses
8. Loading, transporting and disposal of reduced debris at designated disposal

sites.

9. Other programs described herein

g. City will compensate the Contractor based on the Rate Schedules – Category A. Disposal costs (Landfill Tipping Fees) shall be paid by the City directly to the disposal facility. However, the Contractor shall be responsible for accounting for, processing and submitting all landfill weigh tickets for payment by the City.

h. The Contractor will not be compensated for disposing of any material NOT defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review.

i. Load tickets improperly completed by the Contractor and submitted to the City will be rejected and payment for the rejected tickets will be forfeited.

j. ELIGIBLE DEBRIS

1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
2. *"Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA". Eligible debris as defined in PAPPG, current edition.
3. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public rights-of-way within City limits and City facilities, as may be directed by the City. Services will only be performed when requested and as designated by the City.
4. The debris is defined as the following types:
    i. ROW Vegetative Debris

ii. ROW C & D Debris
iii. ROW Mixed Debris
iv. Removal of Hazardous Trees, Hanging Limbs and Stumps
v. Dead Animal Carcasses
vi. Household Hazardous Waste Removal
vii. Right-of-Entry Debris Management
viii. ROW White Goods Debris
ix. ROW e-Waste
x. Abandoned Vehicle and Vessel Removal
xi. Putrescent Debris

5. The City and Contractor will tentatively plan the number of passes/sweeps* for debris pick up following a complete assessment of the volume of disaster generated debris.

6. *Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the rights-of-way. This service is usually limited to three (3) passes through the community.

7. The City of Cocoa has six (6) potential Disaster Debris Management Sites. Three (3) of the sites are FDEP pre-authorized and three (3) are pending authorization. In response to a debris-generating event, the City shall determine which of those sites will be activated based the event and affected areas requiring debris collection and removal. The sites are listed in Section 2.01(C) City's Current Debris Management Sites. HAND LOADING - The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY {(40CY/2) * 100%]. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {[40 CY/2] * 50%}. The maximum amount recorded for a hand loaded vehicle will be 50% of its measured capacity.

k. EQUIPMENT

1. The Contractor must provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this Agreement.
2. Prior to commencing debris reduction and disposal operations, the

Contractor must present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).

3. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations and shall meet all local FDOT requirements.

4. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

5. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City and shall be subject to examination/inspection by the City throughout the project

6. Damaged sideboards must be repaired prior to arriving at the dumpsite or the load will be rejected by the City and payment will not be made to the Contractor for the rejected load.

7. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two inches (2”) will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted.

8. The Contractor will inspect all equipment to ensure it is in good overall condition and all requirements are met before utilizing. The City reserves the right to refuse any equipment it determines is unsafe or inadequate.

9. All equipment used for hauling debris must be measured and marked for its load capacity. The Contractor must supply pre-approved measurement forms for each hauling container used under this Agreement.

10. Prior to commencing debris removal operations, the Contractor must present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will

be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.

11. Hauling capacity will be recorded in cubic yards and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

12. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this Agreement.

13. Equipment used under this Agreement shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber-tired equipment must be approved by the City.

14. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.

15. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

16. Trucks or equipment that are designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement.

17. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement.

18. Under no circumstances will the Contractor comingle debris hauled for others with the City's debris hauled under this Agreement.

l. ROW VEGETATIVE DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS

or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed. Removal of eligible vegetative debris existing in the City will be performed as identified by the City.

3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

4. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

5. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

6. The Contractor must provide traffic control as conditions require or as directed by the City.

7. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

m. ROW C&D DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with

loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

3. Removal of eligible C&D debris existing in the City will be performed as identified by the City.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

6. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

7. The Contractor must provide traffic control as conditions require or as directed by the City.

8. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

n. ROW MIXED DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule (ATTACHEMENT A). Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
3. Removal of eligible C&D debris existing in the City will be performed as

identified by the City.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

6. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

7. The Contractor must provide traffic control as conditions require or as directed by the City.

8. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.

9. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

o. REMOVAL OF HAZARDOUS BROKEN LIMBS/BRANCHES

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible broken limbs/branches.

2. Eligible hazardous broken limbs/branches will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous broken limbs/branches two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City. Debris generated from the removal of eligible broken limbs/branches in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 2.04(12), "ROW Vegetative Debris Removal".

3. All disaster specific eligibility guidelines regarding size and diameter of limbs will be in accordance with PAPPG. In order for broken limbs/branches to be removed and eligible for payment, the limb must satisfy all of the following requirements:

    i. The limb must two inches (2") or greater in diameter (measured at the point of break);
    ii. The limb must be suspended in a tree and threatening a public-use area; and
    iii. The limb must be located on improved public property.
    iv. Only the minimum cut necessary to remove the hazard is eligible if the threat can be eliminated by cutting it at the closest main branch junction.

4. The Contractor is responsible for photographing before removal and documenting tree location on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as address if one is available.

p. REMOVAL OF HAZARDOUS TREES

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for eligible tree removal.

2. All disaster specific eligibility guidelines regarding eligible trees will be in accordance with PAPPG. The City will identify all eligible hazardous trees for removal. Eligible hazardous trees are defined in the PAPPG as six inches (6") or greater in diameter, measured four- and one-half feet (4 ½') from the base of the tree existing located in the City ROW, parks and facilities and the tree:

    i. Has a split trunk; or
    ii. Has a broken canopy; or
    iii. Is leaning at an angle great than thirty degrees (30°).

3. For trees that have fifty percent (50%) or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

4. For trees than have less than fifty percent (50%) of the root-ball exposed, the Contractor must flush cut the tree at ground level and dispose of the cut portion. Grinding of the residual stump will not be allowed.

5. Debris generated from the removal of eligible hazardous trees existing in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently disposed in accordance with scope of services, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal".

6. Cutting leaning trees less than six inches in diameter will not be allowed.

7. The collection of all eligible hazardous leaning trees must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

8. The Contractor shall be responsible for photographing before removal and documenting tree location on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as address if one is available.

9. The requirements for removing eligible stumps resulting from a tree removal is specified in the below Section 2.04(17).

q. REMOVAL OF HAZARDOUS STUMPS

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible hazardous stumps.

2. All disaster specific eligibility guidelines regarding eligible stumps will be in accordance with PAPPG. The City will identify all eligible hazardous stumps for removal or grinding. The stump must be on City ROW and poses an immediate threat to public health, safety, or welfare.

3. For stumps that have 50 percent (50%) or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

4. A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to PAPPG are:
    i. The stump has fifty percent (50%) or more of the root-ball exposed;

ii. The stump is two feet (2') or larger in diameter measured two feet (2') above the ground;
iii. Extraction is required as part of the removal when greater than twenty-four (24) inches in diameter, as measured twenty-four (24) inches from the ground; and
iv. The unit price for this type of stump removal will include extraction, transport, disposal and filling the root-ball hole, unless grinding the stump in place is less costly.
v. The per stump unit removal price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction, unless grinding the stump in place is less costly.

5. Stumps that have less than fifty percent (50%) of the root-ball exposed must be flush cut at ground level and dispose of the cut portion. Grinding any residual stump is not allowed.

6. The stump portion of the tree will not be removed but the residual debris (i.e., tree trunk) will be collected, processed, and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal" (Scope of Services, Item 3(l)). The cubic yard volume of unattached stumps will be based off the Stump Conversion Table and Hazardous Stump Worksheet (Attachment B).

7. For stumps smaller than two feet (2') in diameter, or for stumps of any size that do not require extraction compensation to the Contractor will be based on volume or weight as removal of these stumps does not require special equipment and Contractor must submit a Hazardous Stump Worksheet. Refer to the Stump Conversion Table for determining volume and removed under the terms and conditions described in "ROW Vegetative Debris Removal".

8. Any questionable stumps shall be referred to the City for determination of its disposition.

9. Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Contractor discovers any potential archeological resources during stump removal, they must notify the City Representative immediately. The City must immediately cease work and notify FEMA.

10. The Contractor is responsible for backfilling any voids left in the ground by

removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

11. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions described in Section 2.04(12) "ROW Vegetative Debris Removal".

12. Stumps shall only be collected after the monitoring firm and the Contractor(s) document and perform the following:

    i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, including latitude & longitude, and specific descriptive notations.
    ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
    iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
    iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm or in PAPPG will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

r. DEAD ANIMAL CARCASSES

1. The Contractor shall collect, process, transport and legally dispose of dead animal carcasses including, but not limited, to dead livestock, poultry, and large animals, in any permissible manner consistent with federal, state, and local laws and regulations. Compensation based on using CATEGORY A – Unit Rate Price Schedule.

2. The work must be conducted as part of the overall debris removal operations.

    i. FEMA may require certification from the City that a threat to public health and safety exists.
    ii. When few in number, smaller animal carcasses (e.g., rodents, skunks, or possums) do not usually pose an immediate threat to

public health or safety. Removal and disposal of these carcasses is not eligible.

s. HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT AND DISPOSAL

1. Unless requested by the City to remove HHW from the ROW, the Contractor shall not collect HHW from the ROW. Such request by the City shall be made in writing.

2. If requested by the City, the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

   i. Contractor shall be responsible for proper handling and disposal of all HHW that is transported to the City approved DMS or a City approved Final Disposal Site.
   ii. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection, removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.
   iii. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
   iv. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.
   v. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated using CATEGORY A – Unit Rate Price Schedule.

3. Hazardous Spills

   i. The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.
   ii. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak.
   iii. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City, which shall include, but not be limited to Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

t. RIGHT-OF-ENTRY (ROE) DEBRIS MANAGEMENT (If implemented by the City)

1. The Contractor shall additionally hold the Federal Government harmless from all liability for these services. All procedures relating to this service shall be in accordance with the Debris Management program should the City elect to implement.

2. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction any items the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages will not occur as a result of properly conducted services.
3. The City will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

u. ROW WHITE GOODS DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary

for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's certified technicians prior to mechanical loading and hauling to DMS.

i. White goods must be located within the ROW.
ii. White goods can be collected without first having refrigerants removed if the white goods are carefully manually placed into a hauling vehicle or by using lifting equipment so that the elements containing refrigerants are not damaged.
iii. All white goods containing food items shall be contaminated in accordance with local, state and federal law prior to recycling.
iv. White goods must be a result of the major disaster event.

2. White goods are banned from landfill disposal in the state of Florida but are accepted for recycling.

3. The removal, transportation, and removal of freon eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

4. The Contractor shall be responsible for the removal of freon from all white goods and processing of freon in a legal manner.

5. The City shall maintain possession of all white goods and dispose of white goods as deemed to be in the best interest of the City.

v. ROW E-WASTE

1. Contractor may be requested to remove E-Waste from the ROW. Such request by the City shall be made in writing.

2. If requested by the City, Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

i. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.
ii. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer

monitors, and microwaves in areas identified and approved by the City. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

3. Services performed under this Contract element, if requested/authorized in writing by the

   City will be compensated using CATEGORY A – Unit Rate Price Schedule.

w. ABANDONED VEHICLE/VESSEL REMOVAL

1. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles Vessels in areas identified and approved by the City. The removed eligible vehicles and/or vessels will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency. The staging area shall be within the city limits or at the DMS.

2. The removal, transportation, and disposal of eligible abandoned vehicles and/or vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

3. No vehicles and/or vessels shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.
4. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated using CATEGORY A – Unit Rate Price Schedule.

x. OTHER DEBRIS REMOVAL WORK

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

y. LOAD TICKETS

1. A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Contractor shall submit an example load ticket with their response.

2. At a minimum, each ticket will contain the following information:

   i. The City of Cocoa Debris Load Ticket (as a title)
   ii. Contractor Name
   iii. Ticket Number
   iv. Load Site Location
   v. Date
   vi. Load Site Zone
   vii. Truck (Container) Number
   viii. Capacity (Container)
   ix. Total Debris Volume (Quantity)
   x. Dump Site Name (Location)
   xi. Debris Classification (Vegetation, C&D, Mixed, Other)
   xii. Comment Section
   xiii. Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

3. A City Load Site Monitor or the City's sub-consultant will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the DMS, the vehicle operator will give the five copies to the City Disposal Site Monitor at the DMS. The City will validate, retain one copy and give one copy to the driver and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

4. The Debris Removal Contractor will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by their assigned monitor.

5. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.

6. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DMS. The DMS Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

7. A City Dump Site Monitor will determine the total cubic yards of material

received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

8. The Contractor shall keep a daily updated log of all loads received, including the total volume of debris in each load, at each DMS inspection tower.

9. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

z. TRAFFIC CONTROL

1. The Contractor(s) shall fully mitigate the impact of their operations on local traffic practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

2. Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

aa. DUMPSITES

a. The Contractor shall only use debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and

demolition. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.

i. There may be instances when the City will assign the removal of the reduced vegetative debris to a legal and permitted recycling site.

b. The dumpsite operator will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

c. The City makes no representations regarding the turn-around time at the dumpsites.

8. VARIOUS ANCILLARY REQUIREMENTS

The City may or may not hold other Agreements for some of the below ancillary recovery services. However, to ensure the City will have the required resources available; the Contractor shall be capable of providing the below equipment, services and/or supplies to the City as directed.

a. EMERGENCY POWER GENERATORS
   1. The Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install/set up emergency power to essential facilities as identified and directed by the City. This task of the service shall be completed in accordance with Section 2.02(15)(h). In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
   2. Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.
   3. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor and included in the unit price.
   4. In some instances, the Contractor shall be required to be on-call 24 hours for repairs to essential generators.
   5. City will compensate the Contractor based on the Rate Schedule – Category C.

b. TEMPORARY SATELLITE COMMUNICATION
   1. The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).

2. City will compensate the Contractor based on the Rate Schedule – Category D.

c. TEMPORARY SANITARY FACILITIES
   1. The Contractor shall be required to provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The Contractor shall also obtain a legal subcontractor to service units as may be needed. This task of the service shall be completed in accordance with Section 2.02(15)(h).
      i. Portable toilet units;
      ii. Portable hand washing systems; and
      iii. Portable shower units
   2. The units provided by the Contractor will be on a temporary basis until the City's contracted Contractor can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.
   3. Waste products must be disposal at a legally operated disposal facility.
   4. City will compensate the Contractor based the rate schedule – Category E.

d. REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY
   1. The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged cube ice made from potable water and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
   2. The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power.
   3. The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
   4. Upon depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.
   5. City will compensate the Contractor based on the rate schedule – Category F.

e. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER
   1. The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
   2. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is

operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

3. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power.
4. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic, and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.
5. City will compensate the Contractor based on the Rate Schedule - Category G.

f. MOBILE FLEET REPAIR FACILITIES

1. As directed by the City, the Contractor shall provide all mechanics/technicians, facilities, equipment, transportation, labor, supervision, and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
2. City will compensate the Contractor based on the Rate Schedule - Category H.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task

       order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

g. TRAFFIC CONTROL AND SIGNAGE

1. As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. The scope for this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h). The following indicates the type of items to be provided and estimated quantities:
    i. 200 each – Safety Cade Type II Barricades with flashing lights

(rental)

ii. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective band (rental)

iii. 100 each – Diamond Grade 8-gauge Aluminum 36" x 36" Stop signs (rental)

iv. 100 each – A-Frame stands for 36" signs (rental)

2. All equipment and materials proposed shall be in accordance with FDOT regulations.
3. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.
4. City will compensate the Contractor based on the Rate Schedule – Category I.

h. CANTEEN

1. As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
2. City will compensate the Contractor based on the Rate Schedule – Category J for facility/equipment and Category B for canteen staffing labor.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

i. TEMPORARY LIGHTING

1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and other incidentals required to provide temporary lighting at designated facilities.
2. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
3. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
4. City will compensate the Contractor in accordance with the Rate Schedule – Category K.

j. EMERGENCY TEMPORARY DRY-IN OF CITY FACILITIES

1. As directed by the City, the City will compensate the Contractor for equipment, materials, and labor in accordance with the rate schedule.
2. Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors, and windows.
3. The Contractor shall be licensed in the state of Florida for performing the services.
4. The basic scope for the evident services is as follows:
    i. Roofing
        - Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
        - Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated DMS.
        - Dry-in and secure a temporary roofing system, as approved by the City.
    ii. Entry/Exit and Overhead Doors
        - Remove existing door as deemed necessary.
        - Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated DMS.
        - Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
    iii. Windows
        - Remove unsafe glass and materials from window opening.
        - Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated DMS.
        - Contractor may secure the opening utilizing plywood and securely affixing to structure.
5. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
6. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.
    i. This is considered time and material work. If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the

Contractor's sole risk.

k. TEMPORARY SECURITY PERSONNEL
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.
   2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   3. City will compensate the Contractor based on Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

l. EMERGENCY CLEANING OF STORMWATER CATCH BASINS
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of stormwater catch basins. Service shall include the disposal of the water at Public Works facility or the Wastewater Treatment Plant.
   2. Debris collected from storm water appurtenances shall be hauled to a legal disposal facility and not the DMS.
   3. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   4. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

m. TEMPORARY PORTABLE FUELING SITES AND DISPENSING
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and all other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
      i. The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

ii. The equipment shall have the capability of dispensing unleaded and on road diesel. The units shall be double contained.
iii. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

2. Fire Suppression Support: In the event of water system failure in the jurisdiction, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the jurisdiction. The City will direct the contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.
3. Equipment provided shall meet all local, state, and federal fire regulations.
4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
5. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
   i. The labor is considered time and material work in accordance with 2 CFR

      §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

n. RENTAL OF VARIOUS EQUIPMENT WITH OPERATORS
   1. As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.
   2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   3. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a

maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

o. TEMPORARY FENCING

1. As directed by the City, Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.
2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
3. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

9. GENERAL REQUIREMENTS

a. DESCRIPTION OF PROJECT LIMITS

1. The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public property and rights-of-way, City parks, and City debris staging areas within the City limits.
    i. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
    ii. The City will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
2. All debris identified by the City shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative.
3. Any eligible debris, such as fallen trees, which extends onto the ROW from

private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of their work unless specifically authorized by the City in writing.

4. For first pass loose leaves and small debris in excess of two-bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
5. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
6. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
7. All Final Disposal Sites must be approved, in writing, by the City. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City.
8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
9. The City reserves the right to inspect DMS and final disposal site, verify quantities and review operations at any time.

b. REPORTING

The Contractor shall submit a report to The City by close of business each day for the term of the Agreement. Each report shall contain, at a minimum, the following information:

a. Contractor's Name
b. Report Date
c. Location of completed work
d. Location of work for next day
e. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
f. List of roads that were cleared (Emergency Clearance)
g. Number of Crews (including number of trucks and loading equipment)
h. Daily and cumulative totals of debris removed, by category
i. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

j. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
k. Number of hazardous trees and hanging limbs removed.
l. Problems encountered or anticipated

c. SUBCONTRACTORS
   a. The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.
   b. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
   c. The City may, at its discretion, limit the number of subcontract firms' workers under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
   d. The Contractor will provide information as to what percentage of work described herein will be subcontracted.

d. STAFFING REQUIREMENTS – CONTRACTOR
   a. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the resulting Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
   b. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
   c. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
   d. On-Site Project Manager – The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City, which they can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City. Frequency of meetings may be adjusted by the City. The Contractor's project manager must be available twenty-four (24) hours a day, or as required by the City.
   e. Superintendent - The contractor shall employ a competent superintendent who shall be in attendance at all times at the DMS site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or

agent of the City.

f. Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris, which the City deems a priority for overall City recovery.

e. STAFFING REQUIREMENTS – CITY

a. The City reserves the right to immediately remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: Contractor staff; sub-contractor staff.

b. The City will provide a Storm Debris Removal Project Coordinator (Defined as City Representative in the Agreement) to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation and assure FEMA and contract compliance.

f. HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

a. The Contractor(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City. The Contractors(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

b. The Contractors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractors (s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

c. The City or City's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

g. WORK HOURS

a. The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a

week basis. No work will be performed on the following holidays without prior approval of the City:

i. New Year's Day
ii. Martin Luther King Jr. Day
iii. President's Day
iv. Memorial Day
v. Independence Day
vi. Labor Day
vii. Veteran's Day
viii. Thanksgiving Day
ix. Day after Thanksgiving
x. Christmas Eve
xi. Christmas Day

h. MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

i. PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to submit a written response and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

j. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

k. DAMAGES

1. All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the City. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor.
2. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).
3. The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s or Subcontractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s or Subcontractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor or Subcontractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) and Subcontractor(s)'s shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.
4. Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Representative outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.
5. Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a Second re-inspection is required, the City will assess an eighty ($80.00) dollar fee to the Contractor. The eighty ($80.00) dollar fee will be assessed for every re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for inspections and the fee will be deducted from the final invoice for that release order.

l. EXISTING UTILITIES

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with

the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

2. The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

m. DMS SPECIFICATIONS

1. Debris Site Tower Specifications
   i. The Contractor(s) shall provide as many towers as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level, and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense related to DMS operations.
   ii. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.
2. Facilities at DMS Locations
   The Contractor(s) shall provide as many Americans with Disabilities Act (ADA) compliant portable toilets as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any operations and kept in a sanitary condition by the Contractor(s) throughout the duration of operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense related to DMS operations.

n. OWNERSHIP OF DEBRIS

1. All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point

where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

2. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

o. ENVIRONMENTAL PROTECTION

1. All fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. Contractor(s) and subcontractors shall not perform maintenance on over-the road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
3. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City. The Contractor(s) shall comply in a timely manner with all directions of the regarding the use of a water truck or other approved dust abatement measures.
4. The Contractor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.
5. The Contractor(s) shall immediately report and document all incidents to the City Representative or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
6. The Contractor must notify the City regarding any fluid or chemical spillage

so that the City Representative or its authorized representative can review and approve of the cleanup.

7. The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.
8. Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Florida Department of Environmental Protection and the City Representative immediately following discovery. A written follow-up shall be submitted to the City Representative no later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

    i. Description of the material spilled (including any identity, quantity, etc.)
    ii. Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
    iii. Exact time and location of spill, including description of the area involved.
    iv. Receiving waters (including, but not limited to canals and drainage areas)
    v. Cause of incident and equipment and personnel involved.
    vi. Injuries or property damage.
    vii. Duration of discharge.
    viii. Containment procedure implemented.
    ix. Summary of all communications the Contractor has had with press or other officials.
    x. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

p. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

1. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Vendor regarding the following:
    i. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
    ii. Buy America Requirements
    iii. 49 CFR Part 26, Disadvantage Business Enterprise Program
2. American with Disabilities Act of 1990 (ADA)
3. Convict Labor Prohibition
4. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    i. Disaster related purchases (those made with a special “disaster purchase order form” shall never be co-mingled with regular invoices.

ii. All disaster invoices shall include the location where delivered or where used, if appropriate.

5. All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   i. Timecards.
   ii. Daily work reports for every employee, by each separate FEMA category of work
   iii. Daily equipment use, by each separate FEMA category of work.
   iv. List of all supplies and materials used, by each separate FEMA category of work.
   v. Includes both prime and sub-contractors
6. All work must be properly grouped according to FEMA damage categories as specified in the contract.
7. FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

q. TIME AND MATERIAL CONTRACTS, IF REQUIRED
   1. As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:
      i. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
   2. In accordance with 2 2 CFR §200.318(j)
      i. All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.
      ii. The not-to-exceed ceiling prices is exclusive of:
         - Actual cost of material, rentals, subcontracted or sublet service
         - Direct labor hours based on the Rate Schedule – Category B, which is inclusive of all general, burden and administrative expenses and profit.
      iii. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
      iv. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

r. OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Agreement.
2. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the City.
3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
4. The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.
5. There shall be no overnight parking or camping on public property without the approval of the City.
6. The Contractor is encouraged to employ experienced and qualified local sub-contractors and minority/disadvantaged/women owned businesses.
7. The Contractor is responsible for costs associated with damages and repairs to private and public property that were caused by their operations. Strict adherence to these specifications is required.

s. OTHER CONTRACTS

1. Other contracts may be issued for the purpose of removing disaster related debris within the City.
2. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

t. NON-EXCLUSIVE

The awarded Agreement shall not be considered exclusive, and the City retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the Agreement term to render services to assist the City with special needs and events for other than full-scale disasters.

u. GENERAL CONTRACTUAL REQUIREMENTS

1. The Contractor shall disclose to the City current and future debris management contractual obligations within the state of Florida throughout the term of the Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within

thirty (30) days of entering into said contractual obligation and submit an updated contractual obligation listing annually on the anniversary date of this Agreement.

2. The Contractor shall not accept, solicit, or contract any local work with other governments, private businesses, homeowners, or others while actively performing debris management services for the City during an emergency event, without the express written consent from the City.
3. The Contractor agrees to hire or contract with willing local individuals, MBE/WBE/DBE businesses, and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Contractor shall supply the City, on a yearly basis, a list of local individuals, MBE/WBE/DBE businesses, and firms under contract for performing services.
4. All payments under the Agreement shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.
5. The City seeks a company to specifically provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado, flooding, other wind driven severe weather disaster, natural disaster, manmade disaster or emergency.
6. The City will contract for the provision of ancillary services, which may include, personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.
7. The Contractor shall be responsible for travel, per diem, housing, and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities when performing services.

10. GENERAL SPECIFICATIONS FOR RESTORATION OF DMS SITE

a. SITEWORK

1. This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
2. The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
3. Coordination with all affected City departments will be essential to properly execute the work.

4. The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
5. Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
6. Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
7. The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
8. The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
9. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
10. The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.
11. Contractor shall always provide protection from turbidity runoff by utilizing hay bales, silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.

b. BACKFILLING
    a. Backfilling shall conform to latest edition of F.D.O.T. Manual, Sections 120 and 125.
    b. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with clean material containing no particles larger than one inch (1") shall be placed compacted in layers not to exceed twelve inches (12") of loose material. The final grade of the backfilling activity shall be the original grade as it existed or as denoted on the plans. Moistening to secure thorough compaction may be necessary as directed by the City. The Contractor shall be responsible for correcting

settlement in all backfilled areas.

c. All excess material such as rock, excess soil, stumps, trees, or other debris shall be removed from the site and disposed of by the Contractor.
d. Unless otherwise specified, all backfill shall be compacted to ninety-five percent (95%) of an average maximum density as determined by AASHTO T-99 Method C (Modified Proctor). Reports are to be submitted to the City. The City shall direct Contractor on location of tests. At a minimum, two (2) density tests will be required for backfill of pipe excavations. Frequency of tests will be determined by depth and length of excavation.

c. PAVING REPAIR AND RESURFACING
    a. Work Included - Cutting, removing, protecting and replacing existing pavement.
    b. Restoration work shall be kept current with the backfilling operation to maintain traffic.
    c. The following reference standards shall be adhered to:

        i. AASHTO M-81 - Penetration Graded Asphalt Cement
        ii. AASHTO M-140 - Emulsified Asphalt
        iii. FDOT Road and Bridge Construction - Section 250 - shell base
        iv. FDOT Road and Bridge Construction - Section 330 - hot bituminous mixtures general construction requirements. Section 333 - Type III Asphaltic Concrete
        v. FDOT Road and Bridge Construction - Section 916 - Asphalt cement
    d. Products
        i. General - Materials shall be of same or better grade, type and quality as those removed or as specified. All work to be in accordance with FDOT Specifications and Standards.
        ii. Base course - Shall be a shell base material as defined in Section 250 - SHELL BASE of the referenced FDOT Standard Specification.
        iii. Prime Coat-Tack Coat Prime and Tack Coats shall be as defined in Section 300 - PRIME AND TACK COATS FOR BASE COURSES of the referenced FDOT Standard Specification.
        iv. Asphaltic Concrete - Asphaltic Concrete shall be Type III as defined in Section 333 - TYPE III ASPHALTIC CONCRETE of the referenced FDOT Standard Specification.
    e. Construction
        i. Contractor shall remove existing asphalt as delineated on plans after demolition work. New asphalt construction shall adhere to proposed grades and existing pavement elevations. Contractor shall restore disturbed pavement area in accordance with specifications and plans. Existing asphalt thickness is approximately 1 1/2" to 2" in

thickness.

ii. Smooth transitions between existing pavement and new pavement are required.

iii. Contractor shall provide documentation that Asphaltic material meets specifications.

iv. Shell Base shall be installed according to FDOT Section 250.

v. Prime Coat shall meet FDOT Section 300 Specifications.

vi. Type III Asphaltic Concrete shall meet FDOT Section 333 specifications. Thickness shall one and one-half inches (1 1/2") after completion of work.

d. SODDING

1. Sodding shall conform to Section 575 of the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
2. The Contractor shall sod entire project area with Bahia sod, where applicable, after demolition activity.
3. Sodding is required in all right-of-way areas wherever existing sod has been damaged or removed due to construction.
4. The Contractor shall sod all other areas outside of the Project area damaged by construction activity at the Contractor's expense.
5. Newly sodded areas shall be maintained by the Contractor until the sod is established which shall be at a minimum thirty (30) days from planting. The Contractor is responsible for watering sod by utilizing a water truck at the Contractor's expense or contacting the City's Billing & Collection Division to obtain a permit to utilize City water and a water meter also, at the Contractor's expense.
6. Minor grading by the Contractor is anticipated to facilitate drainage on site.

e. DISPOSAL OF SURPLUS AND WASTE MATERIAL

a. The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.

i. Transport suitable surplus material to soil storage area on City's property within 5 miles of project site and stockpile or spread as approved by City.

ii. Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.

iii. Suitable excavated material may be used for fill or backfill if it meets the specifications for suitable fill material and is approved by the ENGINEER. Excavated materials so approved may be neatly stockpiled at the site, provided there is an area available that will not interfere with the operation of a business or inconvenience traffic or

adjoining property owners. If space limitations do not permit stockpiling on the site, the Contractor will be required to make arrangements for off-site stockpiling. Transport of such material from and to the immediate site, including any stockpiling agreements, shall be entirely at the Contractor's expense and shall not constitute grounds for additional payment.

iv. Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

f. INSPECTION AND TESTING

1. The Contractor is responsible for contracting a licensed, responsible, and reliable Engineer/Testing Company to perform the inspections and testing required in this section. The Contractor shall have the City's approval of the Engineering/Testing firm before any contractual agreement is signed between the Contractor and Engineering/Testing firm. The results of the testing shall be submitted to the City Representative (Project Manager).
2. The inspections, approvals, and testing required for this project are as follows:
    i. Excavation/Backfill - Backfill material size requirements and compaction testing shall conform to Sections 120 and 125 of the F.D.O.T. Standard Specification for Road and Bridge Construction (latest editions).

g. TRAFFIC MAINTENANCE

a. It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
b. This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
c. No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
d. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well-being of persons in close proximity to the work area.
e. The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or requite closure of any road or parking facility.

h. NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

i. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly; to ensure they are operating correctly. Contractor shall insure all local, state, and federal requirements are adhered to during the course of the work.

j. PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

1. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings and not designed for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
2. Assistance will be given to the Contractor in determining the location of existing utility services; however, the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
3. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price.

k. OBSTRUCTIONS

1. The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.
2. The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

l. CLEANUP AND DISPOSAL OF DEBRIS

1. Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish, and windblown debris, resulting from operations.
2. Provide onsite containers for the daily disposal of waste materials, debris, and rubbish, including but not limited to food containers and debris.
3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
4. Final cleaning of work area is required and shall include:
    i. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
    ii. Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

m. SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

11. COMPLIANCE

a. The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SJRWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, SJRWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.
b. The Contractor will follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
c. The Contractor will ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

d. The Contractor will check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

12. PERFORMANCE SCHEDULE

1. The Contractor will provide continuous services, per the Agreement's hourly rates, and for the period specified in the notice to proceed.
2. The Contractor will mobilize a staff of sufficient size to adequately mange debris removal operations.

During this period, the Contractor's Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

13. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the Contractor regarding the following:

1. Buy America Requirements '
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
6. Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
7. All disaster invoices will include the location where delivered or where used, if appropriate.
8. All debris removal contractor and the Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   i. Timecards.
   ii. Daily work reports for every employee, by each separate FEMA category of work
   iii. Daily equipment uses, by each separate FEMA category of work.
   iv. List of all supplies and materials used, by each separate FEMA category of work.
   v. Includes both prime and sub-contractors
9. All work must be properly grouped according to FEMA damage categories as specified in the contract.
10. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the Agreement.

14. FINAL PROJECT CLOSEOUT

Upon final inspection of the project by the City, the Contractor will submit a detailed description of all debris removal management activities, to include the total volume, by type of debris hauled and or disposed.

15. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Public Works Department – Storm Water Division, dated March 9, 2021 ; Bid Documents (RFP# 21-15-COC) issued by the City, dated March 9, 2021; Contractor's Bid Submittal, dated April 16, 2021 General Conditions, if any; Federal Terms and Conditions, Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality, and services under which it is to be performed and that it enters into this Agreement based on its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

16. ORDER OF PRECEDENCE

In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders
b. Agreement, Exhibits and Addenda
c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Issued Bid Documents
f. Contractor's Bid Proposal
g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

17. AGREEMENT INTERPRETATION

At its discretion, during the course of work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

18. **TERM**

The term of this agreement will be for a period three (3) years to begin upon approval and execution by the City; with the opportunity for additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals shall not exceed six (6) years. The decision to renew or extend the contract shall be at the discretion of the City. The CONTRACTOR must review the disaster debris removal/management services and ancillary preparation/recovery services with the City on an annual basis coordinated through the Director of Public Works.

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19. **CONTRACT PRICE, UNIT PRICE CONTRACT**

The OWNER will pay the CONTRACTOR in current funds for Debris Removal and Management Services in accordance with the Contract Documents, stated herewith on an event-based requirement. CONTRACTOR agrees to accept this agreement as a TIME AND MATERIALS contract and compensation for the agreed upon services, terms and conditions embraced in the Contract Documents shall be in accordance with the schedule of values (Attachment A) proposed by the CONTRACTOR.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's schedule of values all costs of any nature relating to: (1) the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(A) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's proposed schedule of values specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(B) The CONTRACTOR acknowledges that CONTRACTOR's proposed schedule of values included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works – Storm Water Division Debris Management Sites (DMS).

(C) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Values (Attachment A) included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

20. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES**

The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. 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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. 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 OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

21. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood;

windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

22. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

23. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

24. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works – Storm Water Division or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

25. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

26. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

27. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

28. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

29. **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 party.

30. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

31. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

32. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state, and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

33. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager

to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

34. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

35. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue

for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

36. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

37. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

38. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

39. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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

41. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

42. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

43. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

44. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

CrowderGulf Joint Venture Inc.
Attn: Ashley Ramsay-Naile / President
5629 Commerce Blvd., East, Mobile, Alabama 36619
P: 800-992-6207 / F: 251-459-7433 / E: jramsay@crowdergulf.com

For OWNER:

City of Cocoa
Attn: City Manager and Director – Public Works Department
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

45. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent, or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

46. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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FEDERALLY FUNDED PROJECTS – TERMS AND CONDITIONS

For Work that will be funded in whole or in part by federal funds, the following provisions shall apply as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity*. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ***CROWDERGULF JOINT VENTURE INC.,*** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ashley Ramsay-Naile
Signature of Contractor's Authorized Official

Ashley Ramsay – Naile / President
Name and Title of Contractor's Authorized Official

06-02-21
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-15-COC TIER-1)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor
Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

CROWDERGULF JOINT VENTURE INC.

By: Ashley Ramsay-Naile

Print name/title:

Ashley Ramsay-Naile / President

Date: 06-02-21

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this 2nd day of June, 2021 by Ashley Ramsay-Naile the President of CrowderGulf Joint Venture, LLC who is personally known to me or who produced _____ as identification and who did take an oath.

Kelley James Williamson
(Notary Public Signature)
Kelley James Williamson
(Print Name)
Notary Public, State of Alabama
Commission No.: _____
My Commission Expires: _____

Alabama State At Large
Notary Public
Kelley James Williamson
My Commission Expires 08/17/2024

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CrowderGulf Joint Venture, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of CrowderGulf Joint Venture, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Ashley Ramsay-Naile

Print Name: Ashley Ramsay-Naile

Date: 06-02-21

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this June 2, 2021 (date) by Ashley Ramsay-Naile (name of officer or agent, title of officer or agent) of CrowderGulf Joint Venture, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Kelley James Williamson

[Notary Seal] Notary Public

Kelley James Williamson

Name typed, printed or stamped

My Commission Expires:

Alabama State At Large
Notary Public
Kelley James Williamson
My Commission Expires 08/17/2024

COCOA FLORIDA	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, Florida 32922 Phone: 321-433-8833| Fax: 321-433-8860	Solicitation Number: P-21-15-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: April 9, 2021

TITLE: DISASTER DEBRIS REMOVAL/MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES

Attachment "F"

Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions

The Price Proposal (Schedule of Values) Spreadsheet which is referenced hereto and incorporated herein; is provided separately electronically as a Microsoft© Excel® file. All proposers shall submit said file completed electronically in the as requested format to facilitate the evaluation process and to ensure all proposals receive the same orderly review and evaluation. Additionally, the original unbound proposal and all bound proposal copy packages shall contain a printed copy of the completed Site Location found within Exhibits A – G and shall be considered under Tab "D" after **Attachment "F", Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions Certification.**

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchase & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: CrowderGulf Joint Venture, Inc.

Mailing Address: 5629 Commerce Blvd. East, Mobile, AL 36619

Telephone Number: 800-992-6207 Fax Number: 251-459-7433 E-mail Address: jramsay@crowdergulf.com

Ashley Ramsay-Naile — Ashley Ramsay-Naile — FEIN: 01-0626019 — DUNS: 19-568-6477

Authorized Signatory — Printed Name

President — 04/14/21 — CAGE Code: 45ZE0

Title — Date — As issued through www.sam.gov

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was executed before me this 14th day of April, 2021, by Ashley Ramsay as President of CrowderGulf Joint Venture, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

(stamp)

Kerrie A Noll
NOTARY PUBLIC, State of Alabama

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

PUR-F-100 Rev 03/2021

Purchasing Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

May 6, 2021

CrowderGulf Joint Venture, Inc.
Re: RFP-21-15-COC Disaster Debris Removal Management and Ancillary Preparation/Recovery Services

Good morning,

Based on the City's Selection Committee Meeting held on May 5, 2021, it has come to our attention that there was an accounting error on Category A.8 Loading and Transporting of Reduced/Compacted Debris subcategories A.8.1, A.8.4 and A.8.5. All these figures require the unit cost (Cost per CY or TN per Mile) to be multiplied by the sample scenario (CY or TN and miles). It appears the sample miles of travel were not multiplied as part of the calculation. As a result of this error, the total values were not calculated correctly. The Selection Committee has amended the total cost to reflect the quoted unit price based on the sample scenario and requests your confirmation on the values below. To further clarify, the Unit Costs will not be altered. Only the total value based on the quoted unit cost multiplied by the sample scenario is being corrected.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION SCENARIO Quantity	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO EXTEND PRICE
A.8.1	Vegetative Debris - Grinded - DMS to final disposal site	Per CY/ Per Mile	25,000 CY / 15 miles	$ 0.14	~~$3,500.00~~ $52,500.00
A.8.4	Construction & Demolition Debris - DMS to final disposal site	Per Ton/ Per Mile	15,000 Tons / 64 miles	$ 0.20	~~$3,000.00~~ $192,000.00
A.8.5	Mixed Debris - DMS to final disposal site	Per CY/ Per Mile	40,000 CY / 64 miles	$ 0.15	~~$6,000.00~~ $384,000.00

Thank you,

Heath Hancher, PmP, CPPM
Purchasing / Contracts Division Manager

Correction(s) Accepted: Yes / No
Print Name: Reid Loper
Title: Vice President
Signature:
Date: 05/07/2021

cc: Bryant Smith, P.E., CFM, Public Works Director / City Engineer
Abigail Morgan, P.E., Public Works Assistant City Engineer

ATTACHMENT F

PRICING

SCHEDULE | SCHEDULE OF VALUES

UNIT PRICES IN THIS SCHEDULE SHALL PREVAIL

NAME OF CONTRACTOR: >>>>>>	CrowderGulf Joint Venture, Inc.

CATEGORY A: DEBRIS MANAGEMENT - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Compensation for services will be based on the below pricing schedule. **Unit prices must be maximum ceiling unit prices** and net of all labor, equipment, materials, permit fees and all other incidental fees to complete the services.

NOTES:

1) Collection includes Public ROW, City Facilities and City Parks
2) Mile measurement will be based on the number of miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922 to the DMS.
3) The City will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will NOT be responsible for the payment of all landfill fees. The City will pay the landfill tipping fees directly to the landfill.
4) All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart.

THE BELOW SCENARIOS ARE FOR EVALUATION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS THE TOTAL QUANTITIES TO BE LET THROUGH A PRE-EVENT CONTRACT NOR FOR DETERMINING THE PERFORMANCE AND PAYMENT BOND LIMITS. HOWEVER, IT WILL BE THE AMOUNT TO DETERMINE THE SURETY BOND AMOUNT AS STATED IN THE REQUEST FOR PROPOSAL.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.1	**Vegetative Debris** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.1.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 7.25	1,000,000	$ 7,250,000.00
A.1.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 8.75	0	$ -
A.1.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 10.00	0	$ -
A.2	**Mixed Debris** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.2.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 7.25	75,000	$ 543,750.00
A.2.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 8.75	0	$ -
A.2.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 10.00	0	$ -
A.3	**Construction and Demolition Debris (C&D)** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.3.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 7.25	100,000	$ 725,000.00
A.3.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 9.50	0	$ -
A.3.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 11.50	0	$ -

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.4	**Management of DMS** - Includes: - Comprehensive management of all debris and debris site, including but not limited to, grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water, and regulatory compliance, and close-out site remediation. - All site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security. - Based on incoming yardage.	Cubic Yard	$ 0.70	275,000	$ 192,500.00
A.5	**Segregation of Eligible Mixed Debris** - This unit price will apply only to those incoming loads containing mixed debris directed for segregation. Price to include off-loading and all other incidental required to separate elibigle mixed debris into C&D and Vegatative Debris. Based on eligible incoming yardage.	Cubic Yard	$1.00	75,000	$ 75,000.00
A.6	**Reducing and/or Compacting Eligible Debris** based on incoming material for disposal.				
A.6.1	Vegetative Reduction - Grinding at the designated DMS.	Cubic Yard	$3.50	40,000	$ 140,000.00
A.6.2	ALTERNATIVE Vegetative Debris Reduction by air curtain incineration at the designated DMS. (This option is at the sole discretion of the City)	Cubic Yard	$3.25	0	$ -
A.6.3	Construction and Demolition Debris Reduction via compaction at the designated DMS.	Cubic Yard	$3.00	50,000	$ 150,000.00
A.6.4	Mixed Debris Reduction via compation at the designated DMS (This line item is valid only if City does not direct segregation of incoming mixed debris)	Cubic Yard	$3.25	40,000	$ 130,000.00
A.7	**Loading and Transporting of Reduced/Compacted Debris** from DMS to final disposal site WITHIN BREVARD COUNTY, FL. Quanitites are based on: 1) Cubic Yard Unit of Measure: Reduced cubic yard material outgoing for disposal; 2) Ton Unit of Measure: Tonnage based on individual weight tickets from disposal site.				
A.7.1	Vegetative Debris - Grinded - DMS to final disposal site	Cubic Yard	$3.75	40,000	$ 150,000.00
A.7.2	Vegetative Debris - Incinerated Ash - DMS to final disposal site	Cubic Yard	$7.50	0	$ -
A.7.3	Construction & Demolition Debris - DMS to final disposal site	Cubic Yard	$5.00	50,000	$ 250,000.00
A.7.4	Construction & Demolition Debris - DMS to final disposal site	Ton	$65.00	0	$ -
A.7.5	Mixed Debris - DMS to final disposal site	Cubic Yard	$6.00	0	$ -
A.7.6	Mixed Debris - DMS to final disposal site	Ton	$65.00	0	$ -
A.8	**Loading and Transporting of Reduced/Compacted Debris** from DMS to final disposal site OUTSIDE BREVARD COUNTY, FL. Quanitites are based on: 1) Per Cubic Yard/Per Mile Unit of Measure: Reduced cubic yard material outgoing for disposal per mile*; 2) Per Ton/Per Mile Unit of Measure: Tonnage based on individual weight tickets from disposal site per mile)*. *Mileage shall be based on one-way travel from DMS to final disposal site outside of BREVARD COUNTY, FL.				
A.8.1	Vegetative Debris - Grinded - DMS to final disposal site	Per CY/ Per Mile	$0.14	25,000 CY / 15 miles	$3,500.00
A.8.2	Vegetative Debris - Incinerated Ash - DMS to final disposal site	Per CY/ Per Mile	$0.40	0	$ -
A.8.3	Construction & Demolition Debris - DMS to final disposal site	Per CY/ Per Mile	$0.35	0	$ -
A.8.4	Construction & Demolition Debris - DMS to final disposal site	Per Ton/ Per Mile	$0.20	15,000 Tons / 64 miles	$3,000.00
A.8.5	Mixed Debris - DMS to final disposal site	Per CY/ Per Mile	$0.15	40,000 CY / 64 miles	$6,000.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.8.6	Mixed Debris - DMS to final disposal site	Per Ton/ Per Mile	$0.50	0	$ -
A.9	Collection of Debris from Public ROW and transport directly to an approved SEMINOLE COUNTY disposal site. Quanitites are based on: 1) Cubic Yard Unit of Measure: Cubic yardage picked up from ROW; 2) Ton Unit of Measure: Tonnage based on individual weight tickets from disposal site.				
A.9.1	Vegetative Debris - NOT reduced or incinerated. ROW to final disposal site	Cubic Yard	$10.25	25,000	$ 256,250.00
A.9.2	Construction & Demolition Debris - NOT reduced or compacted. ROW to final disposal site	Cubic Yard	$12.00	25,000	$ 300,000.00
A.9.3	Mixed Debris - NOT segregated, reduced or compacted. ROW to final disposal site	Cubic Yard	$12.00	0	$ -
A.9.4	Construction & Demolition Debris - NOT reduced or compacted. ROW to final disposal site	Ton	$92.00	0	$ -
A.9.5	Mixed Debris - NOT segregated, reduced or compacted. ROW to final disposal site	Ton	$92.00	0	$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.1 THROUGH A.9.5					
A.10	**HAZARDOUS STUMP SERVICES** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. **Stumps that have 50% or more of the root ball exposed.** Work includes extraction, transport, disposal and filling the root-ball hole, unless grinding the stump in place is less costly.				
A.10.1	Stump diameter > 24" to < 36"	Each	$190.00	10	$ 1,900.00
A.10.2	Stump diameter > 36" to < 48"	Each	$290.00	5	$ 1,450.00
A.10.3	Stump diameter 49" +	Each	$390.00	5	$ 1,950.00
A.11	**HAZARDOUS STUMP SERVICES** - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. **Stumps that have less than 50% of the root ball exposed.** Work includes flush cut at ground level and dispose of the cut portion. Grinding any residual stump is not allowed. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be collected, processed and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal".				
A.11.1	Stump diameter > 24" to < 36"	Each	$225.00	10	$ 2,250.00
A.11.2	Stump diameter > 36" to < 48"	Each	$325.00	5	$ 1,625.00
A.11.3	Stump diameter 49" +	Each	$425.00	5	$ 2,125.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.10 THROUGH A.11.3					
A.12	**HAZARDOUS BROKEN LIMBS/ BRANCHES (HANGER)** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible broken limbs/branches. Broken Limb/Branch will be will be collected, processed and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal"				
A.12.1	Broken Limb/Branch (Hanger)	Per Tree	$95.00	25	$ 2,375.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.12.1					
A.13	**HAZARDOUS TREE REMOVAL** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Disposal in accordance with scope of services, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal"				

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.13.1	Eligible Tree **with 50% or more** of the root-ball exposed - Trees require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$900.00	10	$ 9,000.00
A.13.2	Eligible Tree **with 50% or more** of the root-ball exposed - Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$350.00	10	$ 3,500.00
A.13.3	Eligible Tree **with less than 50%** of the root-ball exposed - Trees require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW) - Flush cut the tree at ground level and cut portion disposed.	Per Tree	$750.00	10	$ 7,500.00
A.13.4	Eligible Tree **with less than 50%** of the root-ball exposed - Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$300.00	10	$ 3,000.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.13.1 THROUGH A.13.4					
A.14	**WHITE GOODS** - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site.				
A.14.1	White Goods - Containing Refrigerant - Recovery and Decontamination required.	Each	$80.00	15	$ 1,200.00
A.14.2	White Goods - NON-Refrigerant containing items	Each	$40.00	15	$ 600.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.14.1 THROUGH A.14.2					
A.15	**HOUSEHOLD HAZARDOUS WASTE** - As directed by the City - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection, removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill.	Per Pound	$8.75	0	$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.15					

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.16	**ELECTRONIC WASTE (a/k/a eWaste)** - As directed by the City - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility.	Per Unit	$35.00	25	$ 875.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.16					
A.17	ABANDONED VEHICLE AND VESSELS - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs, permits and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles Vessels in areas identified and approved by the City.				
A.17.1	Passenger Vehicles	Per Unit	$150.00	3	$ 450.00
A.17.1	Single Axle Trucks	Per Unit	$150.00	2	$ 300.00
A.17.2	Dual Axle Trucks	Per Unit	$250.00	2	$ 500.00
A.17.4	Vessels from land	Per Lineal Foot	$125.00	50	$ 6,250.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.17.1 THROUGH A.17.4					
A.18	**DEAD ANIMAL CARACASSES** - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of collection, processing, transporting and legal disposeal of dead animal carcasses including, but not limited, to dead livestock, poultry and large animals, in any permissible manner consistent with federal, state and local laws and regulations.	Per Pound	$1.50	100	$ 150.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.18					
A.19	**SPECIALTY REMOVAL** - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of collection, required processing, permits as may be necessary for service and or disposal, tranportation and legal disposal.				
A.19.1	SAND/SOIL - Includes pick-up, screening at DMS, and transporting of screened sand/soil and off loading or disposal at location within 10 miles of 65 Stone Street, Cocoa, FL 32922.	Cubic Yard	$18.00	50	$ 900.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.19.2	DEBRIS LADEN SAND/MUCK/DIRT/ROCK FROM SCREENING OPERATIONS - Includes loading, transporting and off loading or disposal at location within 10 miles of 65 Stone Street, Cocoa, FL 32922.	Cubic Yard	$24.50	18	$ 441.00
A.19.3	PUTRESCENT DEBRIS - Included loading, transporting and legal disposal of debris	Cubic Yard	$20.00	15	$ 300.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.19.1 THROUGH A.19.3					

CATEGORY B: EQUIPMENT & LABOR - This schedule shall be utilized in Emergency Road Clearance, storm water/ wastewater appurtenance cleaning, and other miscellaneous services. Compensation for services will be based on the below maximum unit price proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees, fuel, insurance and all other incidental fees to complete the services.

NOTES:

1) Labor rates will be used in conjuction with equipment rates when an operator is necessary. The operators to be experience and certified (if required) as necessary to operate the equipment.
2) All labor related line items are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates.
3) The type of use for the first 70 working hour will be considered as the actual number of hours worked.
4) The type of use after the initial 70 working hours will be based on a maximum ceiling total price, including materials at the Contractor's cost, to complete a task order. Contractor exceeding the maximum ceiling total price will do so at their own risk.

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.1	Air Compressor	8010	41 CFM	to 10	Hoses included.	Hour	$20.00
B.2	Air Compressor	8011	103 CFM	to 30	Hoses included.	Hour	$25.00
B.3	Air Compressor	8012	130 CFM	to 50	Hoses included.	Hour	$30.00
B.4	Board, Arrow	8050		to 8	Trailer Mounted.	Hour	$45.00
B.5	Board, Message	8051		to 5	Trailer Mounted.	Hour	$80.00
B.6	Chainsaw	8187	Bar Length 20"	20 in	3.0 cu in	Hour	$40.00
B.7	Chainsaw	8188	Bar Length 20"	20 in	5.0 cu in	Hour	$40.00
B.8	Cutter, Brush	8195	Cutter Size	8 ft	to 150	Hour	$55.00
B.9	Cutter, Brush	8196	Cutter Size	8 ft	to 190	Hour	$75.00
B.10	Cutter, Brush	8197	Cutter Size	10 ft	to 245	Hour	$90.00
B.11	Chipper, Brush	8202	Chipping Capacity 12 in	to 100	Trailer Mounted.	Hour	$85.00

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.12	Chipper, Brush	8203	Chipping Capacity 15 in	to 125	Trailer Mounted.	Hour	$95.00
B.13	Chipper, Brush	8204	Chipping Capacity 18 in	to 200	Trailer Mounted.	Hour	$125.00
B.14	Loader - Tractor - Knuckleboom	8208		to 173	Model Barko 595 ML	Hour	$140.00
B.15	Dozer, Crawler	8250		to 75		Hour	$100.00
B.16	Dozer, Crawler	8251		to 105		Hour	$120.00
B.17	Dozer, Crawler	8252		to 160		Hour	$150.00
B.18	Dozer, Wheel	8260		to 300		Hour	$170.00
B.19	Excavator, Hydraulic	8282	Bucket Capacity 1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	Hour	$125.00
B.20	Excavator, Hydraulic	8283	Bucket Capacity 2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	Hour	$140.00
B.21	Excavator	8287	2007 Model Gradall XL3100 III	184		Hour	$95.00
B.22	Excavator	8288	2003 Model Gradall XL4100 III	238		Hour	$95.00
B.23	Loader, Crawler	8382	Buck Capacity 2 CY	to 118	Includes bucket.	Hour	$125.00
B.24	Loader, Crawler	8383	Bucket Capacity 3 CY	to 178	Includes bucket.	Hour	$145.00

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.25	Loader, Wheel	8392	2 CY	to 105	Includes bucket.	Hour	$130.00
B.26	Loader, Wheel	8393	3 CY	to 152	Includes bucket.	Hour	$145.00
B.27	Loader, Wheel	8394	4 CY	to 200	Includes bucket.	Hour	$160.00
B.28	Crane	8502	Maximum Lifting Capacity 50 MT	to 200		Hour	$250.00
B.29	Loader, Skid-Steer	8541	Operating Capacity 2000 Lbs	to 65		Hour	$95.00
B.30	Loader, Skid-Steer	8542	Operating Capacity 3000 Lbs	to 85		Hour	$95.00
B.31	Loader-Backhoe, Wheel	8572	Bucket Capacity 1.5 CY	to 95	Loader and Backhoe Buckets included.	Hour	$125.00
B.32	Loader-Backhoe, Wheel	8573	Bucket Capacity 1.75 CY	to 115	Loader and Backhoe Buckets included.	Hour	$145.00
B.33	Stump Grinder	8628	1988 Vermeer SC-112	102		Hour	$95.00
B.34	Stump Grinder	8629	24" Grinding Wheel	110		Hour	$105.00
B.35	Cleaner, Sewer/Catch Basin	8712	Hopper Capacity 5 CY		Truck Mounted.	Hour	$115.00

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.36	Cleaner, Sewer/Catch Basin	8713	Hopper Capacity 14 CY		Truck Mounted.	Hour	$135.00
B.37	Truck, Vacuum	8717	60,000 GVW	400		Hour	$220.00
B.38	Truck, Dump	8725	14 CY	to 400		Hour	$70.00
B.39	Truck, Dump	8723	18 CY	to 400		Hour	$75.00
B.40	Mobile Command Center	8849	43'x8.5' x 13.5'H with self 30kw Generator	43		Hour	$110.00
B.41	Self Loading Prentice Truck 25 total yard dump body					Hour	$150.00
B.42	210 Prentice Loader					Hour	$150.00
B.43	Trash Transfer Trailers - 100 yard with tractor					Hour	$130.00
B.44	Equipment Transports with tractor, trailer					Hour	$130.00
B.45	Fuel Dispensing Equipment for fueling vehicles and equipment.					Hour	$95.00
B.46	Fuel Cell, Portable on Trailer, 500 gallon					Hour	$110.00
B.47	Additional Equipment not listed above but necessary for sucessful initial push and shove services:						
B.47.1	Crew and Equipmen (Wheel Loader 2.5 CY 950 or similar with operator, field supervisor, support vehicle, small equipment, laborer/tool operator with chainsaw and 2 labroers with small tools						$325.00
B.47.2							
B.47.3							
B.47.4							

B.47.5							

The below unit prices are related to miscellaneous crew or labor service:

ITEM NO.	DESCRIPTION	UOM	MAXIMUM CEILING HOURLY RATE
B.48	Field Supervisor with transportation and cell phone	Hour	$75.00
B.49	Heavy Equipoment Operator	Hour	$45.00
B.50	Tool Operator (Chainsaw, Chipper)	Hour	$40.00
B.51	Labor with small tools	Hour	$40.00
B.52	Tree Climber w/chainsaw and gear	Hour	$125.00
B.53	Security Personnel with transportation and communication equipment	Hour	$55.00
B.54	Flagger for traffic control	Hour	$40.00
B.55	Canteen Staff	Hour	$35.00
B.56	Canteen Supervisor with transportation	Hour	$45.00
B.57	Janitorial Laborer	Hour	$30.00

CATEGORY C: EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within six (6) hours following a disaster event, as directed by the City if required. The "essential" generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an as required basis. In some instances the "essential" generators may not be necessary, which may result in the City returning them to the CONTRACTOR.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8-16 hours per day; and 3) 24 hours/7 days per week.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	MAXIMUM CEILING RATE ONE WAY TRANSPORTATION	STAND-BY USAGE MAXIMUM CEILING UNIT PRICE			8 - 16 HOURS PER DAY MAXIMUM CEILING UNIT PRICE			24 HOURS/7 DAY DAILY MAXIMUM CEILING UNIT PRICE		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Daily	Weekly	Monthly
C.1	Generator Rating: 500 KW 3 phase, 480 volt, trailer mounted, must be hardwired.	At Cost	$2,600.00	$13,000.00	$39,000.00	$5,200.00	$26,000.00	$78,000.00	$10,400.00	$52,000.00	$156,000.00
C.2	Generator Rating: 480 KW 3 phase, 480 volt, trailer mounted, must be hardwired.	At Cost	$2,500.00	$12,500.00	$37,500.00	$5,000.00	$25,000.00	$75,000.00	$10,000.00	$50,000.00	$150,000.00
C.3	Generator Rating: 500 KW 3 phase, 120/240 volt, trailer mounted, 25' pigtail	At Cost	$2,600.00	$13,000.00	$39,000.00	$5,200.00	$26,000.00	$78,000.00	$10,200.00	$52,000.00	$156,000.00
C.4	Generator Rating: 250 KW 3 phase, 240/480 volt, trailer mounted, must be hardwired.	At Cost	$1,500.00	$7,500.00	$22,500.00	$3,000.00	$15,000.00	$45,000.00	$6,000.00	$30,000.00	$90,000.00
C.5	Generator Rating: Portable, 10 KW, 110V, Pigtail connection	At Cost	$250.00	$1,250.00	$3,750.00	$500.00	$2,500.00	$7,500.00	$1,000.00	$5,000.00	$15,000.00

CATEGORY D: SATELLITE COMMUNICATIONS - The CONTRACTOR shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM		WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
D.1	Rental of Equipment – Capability of calling nationwide from Florida – no additional roaming or long distance charges	Per Unit		$42.00	$168.00
D.2	Per Minute Charge for Usage	Per Minute		$1.79	

CATEGORY E: TEMPORARY SANITARY/HOUSING FACILITIES - The CONTRACTOR shall furnish temporary sanitary facilities on a rental basis and service for maintenance. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
E.1	Portable Toilet Units	$112.50	$225.00	$675.00	$125.00
E.2	Portable Toilet Units (ADA accessible)	$137.50	$275.00	$825.00	$125.00
E.3	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	$90.00	$180.00	$540.00	$125.00
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	$100.00	$200.00	$600.00	$125.00

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
E.5	Shower/Rest Room Container Unit or Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned.	$840.00	$4,200.00	$12,500.00	$125.00
E.6	Shower Unit, Single, ADA accessibl	$500.00	$2,500.00	$7,500.00	$125.00
E.7	Bunk House, Climate Controlled, minimum 6 people	$1,000.00	$5,000.00	$15,000.00	
E.8	Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	$1,350.00	$6,600.00	$20,000.00	

DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS REQUIRING ELECTRIC OR GENERATORS:

Typically sanitary and housing units are rented weekly or monthly.

CATEGORY F: REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY - The CONTRACTOR shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Category B.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
F.1	Refrigeration Containers - 1 temperature setting (refrigerate or freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	40' Cubic Volume 2,083.5		$1,250.00	$3,750.00

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
F.2	Refrigeration Containers - Dual temperature settings (refrigerate and freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	40' Cubic Volume 2,083.5		$1,750.00	$5,250.00
F.3	Reefer Container - normally a tractor trailer, fuel powered Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	40' Cubic Volume 2,083.5		$2,750.00	$8,000.00
F.4	Bagged Ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE PER BAG Indicate # pounds per bag and #bags per pallet	7 lb bag 285 bags per Pallet Freight at Cost	$2.75		

DESCRIBE THE ELECTRICAL AND GENERATOR CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:
N/A

CATEGORY G: POTABLE WATER TRUCK AND DRINKING WATER - The CONTRACTOR shall furnish POTABLE WATER TRUCK equipment on a rental basis, maintenance and repair and bottled water. Labor for refilling trucks shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
G.1	Potable Water Tank State the minimum gallon capacity of unt proposed	2,000 Gallon	$2,500.00	$12,500.00	$24,000.00
				MAXIMUM CEILING UNIT PRICE	

G.2	Refilling of Potable Water Tanks - PRICE PER GALLON		$1.65	
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle	16.9 Oz 1,728 Bottles - Freight at Cost	$1.35	
	State the minimum ounce per bottle and number of bottles per pallet			

DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.

N/A

CATEGORY H: MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The CONTRACTOR shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION		DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
H.1	Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		$1,500.00	$5,400.00	$11,250.00
H.2	Mechanic/Technician/ Price per man hour		$55.00	$2,200.00	$9,240.00
	Mobile Mechanic with truck and tools		$75.00	$3,000.00	$12,600.00
H.3	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			

DESCRIBE THE MOBILE FLEET UNIT PROPOSED:

N/A

CATEGORY I: TEMPORARY SIGNAGE & TRAFFIC CONTROL - The CONTRACTOR shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE

I.1	Safety Cade Type II Barricades with flashing lights inclusive of maintenance and battery replacement	each	$40.00	$200.00	$600.00
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	each	$20.00	$100.00	$300.00
I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each	$20.00	$100.00	$300.00
I.4	A-Frame stands for 36" signs	each	$15.00	$75.00	$225.00

CATEGORY J: CANTEEN, TENTS, FURNISHINGS - The CONTRACTOR shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
J.1	Canopy, pole type or pop up without sides, 10' x 10'	each	$1,200.00	$6,000.00	$18,000.00
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each	$1,750.00	$8,750.00	$26,250.00
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each	$2,000.00	$10,000.00	$30,000.00
J.4	Tent, pole type or pop up with sides, 15 x 15	each	$1,950.00	$9,750.00	$29,250.00
J.5	Tent, pole type or pop up with sides, 20 x 20	each	$2,500.00	$12,500.00	$37,500.00
J.6	Tent, pole type or pop up with sides, 20 x 40	each	$3,000.00	$15,000.00	$45,000.00
ITEM NO.	**EQUIPMENT/LABOR DESCRIPTION**	**UOM**	**DAILY MAXIMUM CEILING UNIT PRICE**	**WEEKLY MAXIMUM CEILING UNIT PRICE**	**MONTHLY MAXIMUM CEILING UNIT PRICE**
J.7	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit	$5,500.00	$27,500.00	$82,500.00

J.8	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit	$7,500.00	$37,500.00	$112,500.00
J.9	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit	$13,500.00	$67,500.00	$202,500.00
J.10	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit	$16,000.00	$80,000.00	$240,000.00
J.11	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each	$10,000.00	$50,000.00	$150,000.00
J.12	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each	$10,000.00	$50,000.00	$150,000.00

DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:
N/A

CATEGORY K: PORTABLE LIGHTING - The CONTRACTOR shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
K.1	Portable Power Light Towers with the following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 – 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the lights	EACH	$950.00	$4,750.00	$14,250.00

DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT
N/A

CATEGORY L: PERCENTAGE DISCOUNT FROM RETAIL/LIST MATERIALS COST. The CONTRACTOR shall discount supplies/materials as outlined herein. Supporting documentation will be required when requesting payment.

L.1	Lumber and related supplies (Primary use for emergency dry-in of facilities.	ENTER Discount % Amount ➢	10%	
L.2	Fencing materials and related supplies.	ENTER Discount % Amount ➢	10%	

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: Storm Water
Bid / RFP / RFQ #: RFP # 21-15-COC Disaster Debris Removal Management Services and Ancillary Preparation Recovery Services	Project #
Awarded To: Crowder Gulf Joint Venture, Inc. **(Tier 1)**	Scope of Work or Services: Provide emergency debris removal services and other ancillary preparation and recovery services.
Address / City / State / Zip: 5629 Commerce Blvd. East, Mobile, AL 36619	Phone / Fax #'s: P: 800-992-6207 F: 251-459-7433 E: jramsay@crowdergulf.com
Purchase / Contract Amount: TBD – Event Driven	Date of Award Notification: May 20, 2021
Title / Position (Print) Ashley Ramsay – Naile / President	Signature Ashley Ramsay-Naile

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-15-COC TIER-2)

This Agreement made and entered into on the ____ day of _____by and between CERES ENVIRONMENTAL SERVICES INC., authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of 6968 Professional Parkway, Sarasota, Florida 34240 , 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 or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide Debris Removal and Management Services, Ancillary Preparation, Recovery Services and Risk Mitigation phases of any emergent event or disaster for the City of Cocoa.

   The City will engage with the TIER-1 CONTRACTOR of record, CrowderGulf Joint Venture Inc., upon initial event coordination, however, should said contractor be unable to fulfill the requirements herein, the TIER-2 CONTRACTOR, Ceres Environmental Services Inc., shall perform the services as required as the primary CONTRACTOR for record.

   CERES ENVIRONMENTAL SERVICES INC., referred to as "CONTRACTOR" within this agreement as must comply with the following specifications:

   The Contractor(s) will be responsible for all debris removal and operational services listed within this Agreement.

   The Contractor shall retain strict adherence and maintain documentation required for the reimbursement from FEMA, FHWA, and Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required shall follow all compliance with FEMA, FHWA, FDOT and/or other State and Federal Agencies, and other State relief programs regulations regarding eligibility.

   Contractors must follow and comply with all applicable requirements stated in 2 CFR §200.318 through §200.326 and Appendix II to Part 200 in the execution of this Agreement and must require and enforce similar compliance with all sub-contractors.

   No additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the requirements requested and approved by the City Manager.

2. **DEBRIS MANAGEMENT SITES (DMS)**

   The current location for the City's Debris Management Site (DMS) for the resulting Agreement is located at:

Site 1: Bracco Pond Stormwater Retention Area
Highway Ave.
Cocoa, Florida 32922
Lat. 28.366064 / Long 80.738347Waste planned for Management: Yard Trash
WACS ID: 18484

Site 2: Lee Wenner Park
300 River Edge Blvd.
Cocoa, FL 32922
Lat. 28.355717 / Long 80.722014
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 10523

Site 3: Fire Station #1 Field
Address: 1740 Dixon Blvd.
Cocoa, Florida Zip: 32922
Lat. 28.373547 / Long 80.756975
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: 106461

Site 4: Rosa L. Jones
Address: 915 Florida Ave.
Cocoa, Florida Zip: 32922
Lat. 28.349997 / Long 80.728589
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

Site 5: North Fiske Pond Stormwater Retention Area
Address: Cocoa Lakes Dr.
Cocoa, Florida Zip: 32922
Lat. 28.386342 / Long 80.745178
Waste planned for Management: Yard Trash
WACS ID: 106943

Site 6: Michigan Avenue
Address: 2201 Michigan Ave.
Cocoa, Florida Zip: 32926
Lat. 28.387214 / Long 80.763208
Waste planned for Management: Construction & Demolition Debris, Yard Trash
WACS ID: Awaiting Pre-Authorization

However, the City reserves the right to amend the DMS as deemed necessary.

3. DEFINITIONS AND ACRONYMS

These acronyms shall be used hereafter throughout the solicitation and subsequent awarded Agreement:

a. Air Curtain Incinerator – An air curtain incinerator operates by forcefully projecting a curtain of air across an open, integrated combustion chamber (fire box) or open pit or trench (trench burner) in which combustion occurs. Air curtain incinerator include both firebox and trench burner units
b. Agreement – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
c. Authorized Representative – City employees and/or contracted individuals designated by the City.
d. Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
e. City Approved Final Disposal Site – a final disposal location approved in writing by the City.
f. City Debris Manager – the City will designate a City Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
g. Cleanup Crew – A group of individuals and/or an individual employed by the disaster debris collection Contractor to collect disaster debris.
h. Clean Vegetative Debris – Clean, woody debris and other organic materials that can be chipped and mulched. Clean vegetative debris is free of treated lumber, plastic, household hazardous waste, construction, and demolition debris, etc.
i. Construction and Demolition (C&D) Debris – PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures that are a result of a disaster event. Current eligibility criteria include:
    a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
    b. Debris removal must be the legal responsibility of the applicant.
    c. Debris must be a result of the major disaster event.
j. Contractor – 1) Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2.) The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents. The Contractor is the same as the Bidder.
k. Debris – PAPPG defines debris as includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders and vehicle and vessel wreckage.

l. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
m. Debris Management Site (DMS) – A site that is established when FEMA applicants are unable to take debris directly from the collection point to the final disposition location. A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
n. Debris Monitoring – Actions taken by the City, either by City staff or contractual services, in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
o. Debris Eligible Defined in PAPPG as:
    a. Must be associated with an eligible facility, including debris on the Property of the eligible facility;
    b. Removal of debris from improved public property and public rights-of-way (ROWs), including Federal aid roads;
    c. Residential debris, if City authorizes residents to place incident-related debris on public ROWS for a limited period of time, with the following exclusions:
    d. Debris place on public ROWs from commercial properties;
    e. Debris placed on the public ROWS resulting from removal of materials related to the construction, repair, or renovation of either residential or commercial structures.
    f. Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Vendor) of the Public Assistance grant program, publication PAPPG and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during a debris removal project.
p. Debris Not Eligible – Defined in PAPPG as:
    a. Debris removal from the following is not eligible:
    b. Federally maintained navigable channels and waterways;
    c. Flood control works under the authority of the Natural Resources Conservation Service (NRCS);
    d. Agricultural land; and
    e. Natural unimproved land, such as heavily wooded areas and unused areas.
    f. Removing debris to restore the pre-disaster capacity of engineered facilities may be eligible as Permanent Work.
q. Debris Removal (Category) – PAPPG defines debris removal activities, such as clearance, removal, and disposal are eligible as Category A if the removal is in the public interest based on whether the work:
    a. Eliminates immediate threats to lives, public health, and safety;

b. Eliminates immediate threats of significant damage to improved public or private property;
c. Ensures economic recover of the affected community to the benefit of the community at large; or
d. Mitigates risk to life and property by removing substantially damaged structures and associated structures and appurtenances as needed to convert property acquired using HMGP funds to uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the FEMA Assistant Administrator of the Recovery Directorate.

r. Debris Removal Contractor - Conduct's debris removal operations per the terms of the resulting Agreement. Term includes primary Contractor(s), subcontractors and individual crews.
s. Demobilization – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Vendor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
t. Designated Area – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
u. Disaster Case Management – The Disaster Case Management Program (DCMP) is a federally funded program administrated by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). In the event of a presidentially declared disaster, the Governor of the impacted State may request the implementation of the DCMP if the declaration includes Individual Assistance.
v. Electronic Waste (E-Waste) – PAPPG defines E-Waste as electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.
w. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
x. Emergency Debris Road Clearance - The initial debris clearance activity by pushing debris to the roadside as necessary to eliminate life and safety threats and accommodate emergency traffic.
y. FEMA – Federal Emergency Management Agency
z. FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, June 1, 2020 (PAPPG) – This publication is specifically dedicated to the rules,

regulations and policies associated with the debris removal process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:

a. Eliminating immediate threats to lives, public health and safety.
b. Eliminating immediate threats of significant damage to improved public or private property.
c. Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

aa. Garbage – Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

bb. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

cc. Hand Loading - Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

dd. Hazardous Broken Limbs/Branches – A hazardous limb or branch "hanger" that poses an immediate threat to the public. The current eligibility requirements for hazardous broken limbs or branches according to PAPPG, the limb or branch must satisfy all the following requirements:

a. The limb must be two inches (2") or greater in diameter (measured at the point of break);
b. The limb must be suspended in a tree and threatening a public-use area; and
c. The limb must be located on improved public property.

ee. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to PAPPG are:

a. The stump has fifty percent (50%) or more of the root-ball exposed;
b. The stump is two feet (2') or larger in diameter measured two feet (2') above the ground; and
c. Extraction is required as part of the removal when greater than twenty-four (24) inches in diameter, as measured twenty-four (24) inches from the ground.

ff. Hazardous Tree - A tree is considered hazardous and defined as an eligible according to PAPPG when 1) incident-damaged tree; 2) tree has a diameter of six inches (6") or greater measured four- and one-half feet (4 ½') above ground level; and the tree:

a. Has a split trunk;
b. Has a broken canopy; or
c. Is leaning at an angle great than thirty degrees (30°).

gg. Hazardous Waste - PAPPG defines hazardous waste as a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:

a. Ignitability
b. Corrosivity
c. Reactivity
d. Toxicity
e. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

hh. Household Hazardous Waste (HHW) – PAPPG defines HHW as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.
    a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
    b. HHW removal must be the legal responsibility of the applicant.
    c. HHW must be a result of the major disaster event.
    d. The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ii. Mixed Debris - Mixture of various types of debris including, but not limited to, construction and demolition debris, vegetative, white goods, metals, household generated waste, household hazardous waste, abandoned vehicles, tires, etc. that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.

jj. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

kk. Putrescent Debris – any debris that will decompose or rot, such as animal carcasses or other fleshy organic matter.

ll. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

mm. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

nn. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without

committing trespass.

oo. Rights-of-Way (ROW) – The portions of land over which facilities such as public roads, highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

pp. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

qq. Soil, Mud, and Sand – PAPPG defines as Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

rr. Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.

ss. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

tt. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

uu. Vegetative Debris – As outlined in PAPPG, eligible Vegetative Debris includes whole trees, stumps, trunks, branches, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
    a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
    b. White goods removal must be the legal responsibility of the applicant.
    c. White goods must be a result of the major disaster event.

4. GENERAL SERVICES

a. Services for contract shall include Emergency Debris Road Clearance (Push), Debris Removal (including tree, limb and stump removal in accordance with FEMA Guidelines), DMS Management and Transportation of Debris to disposal site. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this Agreement.

b. The Contractor(s) shall also be responsible for providing various ancillary services to assist in other areas of emergency response and recovery. Following is a list of ancillary services to be provided:

1. Emergency Power Generators
2. Temporary Satellite Communications
3. Temporary Sanitary Facilities
4. Reefer and Refrigerator Container with ice delivery
5. Potable Water Truck and Drinking Water
6. Mobile Fleet Repair Facilities, Technicians and Mechanics
7. Temporary Signage and Traffic Control
8. Canteen, Tents, and furnishings, inclusive of Operation and Staffing
9. Emergency Temporary Dry-in of Facilities
10. Temporary Security
11. Temporary Lighting
12. Emergency Cleaning of Stormwater Catch Basins and Wastewater Appurtenances
13. Temporary Fueling Facilities, inclusive of storage and dispensing
14. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etcetera) with operators
15. Temporary Fencing

c. Contractor may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DMS review, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling under FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

5. SCOPE OF WORK

a. The CONTRACTOR shall assist the City with debris removal and recovery operations after a wind driven disaster or other emergency/disaster events. Duties will include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for maximum reimbursement. Contractor shall coordinate with FEMA, City's Monitoring firm and City Staff. Contractor shall provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee.

b. The CONTRACTOR will perform all services in a professional and workmanlike manner and in compliance with all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, FDOT and any other applicable federal, state, and local agencies laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment and/or

workmanship not conforming to the intent of the awarded Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

c. Contractor shall comply with all of the requirements of 2 C.F.R. §200.321 in the execution of this Agreement and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

d. Under the resulting Agreement, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Representative. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Case Management documents, FEMA fact sheets and policies and as directed by the City. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services.

e. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City in writing.

f. Work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City. Work shall also include the clearing and removing of any and all "eligible" debris as defined in the Notice to Proceed. All work shall be performed in accordance with FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, June 1, 2020 or current version.

g. Eligible includes meeting the current and any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of

"eligible" applies to all uses throughout Scope of Services items.

h. Debris not defined as eligible by FEMA, state or federal policies will not be loaded, hauled or dumped under a Pre-Event Agreement unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris, which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City in writing.

i. The Contractor must be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

j. Contractor shall bear all its own operating costs and is responsible for all permits, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services. All services shall be provided in an appropriate approved area where stormwater laden pollutants will remain on site and not be transported to a state water body or stream leading to one.

k. The Contractor must provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

l. No guarantee is expressed or implied as the volume of services, if any, that shall be procured under this Agreement by the City of Cocoa.

m. Documentation Management and Support activities include, but are not limited to:

    1. Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
    2. Working closely with County and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
    3. Providing towers, lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for

FEMA and State reimbursement.

n. Additional support may include providing technical expertise, guidance and participation in the following areas:

1. Damage assessment to include plan development, procedure development, staff training and staff augmentation;
2. Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
3. Develop debris plan to include staff training;
4. Provide technical support and assistance in developing and dispersing public information.

o. MOBILIZATION:

1. Initial communication. The Contractor is responsible to contact the City's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to an emergency event anticipated to affect the City.
2. The Contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center. In the event the Contractor is unable to reach the City's representative they shall report immediately to the designated City Emergency Operations Center.
3. Initial on-site response shall be deemed as having a Contractor's representative physically present at the Cocoa Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twelve (12) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause (Refer to Agreement) shall be imposed.
4. Compensation for Standby Equipment related to Ancillary Recovery Services – Excluding Debris Management Services – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:
    i. The City will release the equipment to the Contractor for deployment outside of the City of Cocoa. This process shall be in writing with the City's Representative signature authorizing the release of the equipment.
    ii. In the event the equipment cannot be redirected, the City shall compensate the Contractor based on a daily rate schedule or pro-rated fee based on the Agreement's rate schedule.

p. Contractor will not be compensated by the City nor must the Contractor invoice the City for stand-by services or equipment for debris management services.

q. The Contractor is responsible for placing all City approved and immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

r. The Contractor must coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:

1. Verification of primary transportation routes, which require clearing;
2. Debris removal strategy (i.e. landfill disposal site, DMS, if required additional mileage to disposal site, etc);
3. Placement of emergency power at all traffic signals, if required;
4. Placement of immediate need sanitary units, if required;
5. Placement of immediate need reefer and refrigerator containers and ice supply, if required;
6. Placement of water trucks with potable water and emergency bottled water, if required; and
7. Placement and operation of a temporary fleet maintenance facility, if required.

s. The Contractor must be capable of deploying all resources for the following immediate need services within twelve (12) hours of issuance of Notice to Proceed. Should the services or delivery not be fully underway or delivered within twenty-four (24) hours of the event, the liquidated damages clause as stated in the Agreement may be imposed:

1. Equipment for clearing transportation routes;
2. Equipment and materials to provide emergency power at facilities deemed essential by the City;
3. Portable sanitary units;
4. Reefer and refrigerator containers with ice delivery;
5. Potable water trucks and emergency bottled water;
6. Temporary fleet maintenance facility;
7. Traffic control and signage; and
8. Canteen to include staffing and operation.

t. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

u. The City shall direct the Contractor on the specific equipment to be delivered, set up and made ready for use.

v. No commitments for future purchases for this or any other project are implied and

Contractor must not infer any such intentions by the City.

w. The Contractor will appoint one of their employees as the key contact for approval by the City's Representative.

x. The Contractor must provide a "clean as you go" policy and supervise and enforce such policy during ALL operations.

y. The Contractor must advertise (business card size ad) for local subcontractors ANNUALLY in a local newspaper approved by the City.

    1. Copies of advertisement affidavits must be submitted to the Procurement office.

z. The Contractor must prepare and present a written plan of operations at an annual meeting with the City in May.

aa. The Contractor must provide a safe working environment for its employees and subcontractors.

bb. The Contractor must notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

6. EMERGENCY DEBRIS ROAD CLEARANCE REQUIREMENTS

a. The Contractor shall mobilize management staff and equipment to the City within 12 hours following the issuance of a notice to proceed for post event services.

b. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy (70) hours of actual work after an Event and the issuance of a Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

    1. In the event this scope of work is not completed within the first seventy (70) hours of actual work after an Event, the process for assigning additional work will be in accordance with 2 CFR §200.318(j)(i).

c. The Contractor shall provide all labor, materials, equipment, tools, traffic control,

fuel, signage, and any other incidental items to accomplish services. This task of the scope of service shall be completed within the first twenty-four (24) hours (+/-) after mobilization in accordance with Section 2.02(15)(h) above.

d. Disposal of resulting debris shall be disposed of in accordance with the City's Debris Management Plan (Separate attachment to this document, titled "City of Cocoa Debris Management Plan)

e. City will compensate the Contractor based on the Equipment/Labor Rate Schedule – Category B.

7. DEBRIS MANAGEMENT REQUIREMENTS

a. The Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated DMS from City of Cocoa public rights-of-way; and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

b. The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours after receipt of a written notice to proceed for post event services. Debris Removal work within the city will be prioritized by the City.

c. Contractor shall provide all labor, materials, equipment, tools, traffic control, fuel, signage, and any other incidental items to accomplish services.

d. The Contractor shall be responsible for obtaining, maintaining, and complying with all required federal, state, and local permits for providing services.

e. All work shall be in compliance with all local, state and federal laws and rules, including FDEP Environmental rules.

f. Debris management services shall be defined as:

1. Eligible debris removal from City of Cocoa public rights-of-way and transportation to the DMS or directly to disposal facility
2. Quantifying and proper documentation of all debris
3. Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation
4. DMS management
5. Reduction of vegetative, C&D, and mixed debris
6. Removal of Freon in white goods
7. Removal of dead animal carcasses
8. Loading, transporting and disposal of reduced debris at designated disposal

sites.

9. Other programs described herein

g. City will compensate the Contractor based on the Rate Schedules – Category A. Disposal costs (Landfill Tipping Fees) shall be paid by the City directly to the disposal facility. However, the Contractor shall be responsible for accounting for, processing and submitting all landfill weigh tickets for payment by the City.

h. The Contractor will not be compensated for disposing of any material NOT defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review.

i. Load tickets improperly completed by the Contractor and submitted to the City will be rejected and payment for the rejected tickets will be forfeited.

j. ELIGIBLE DEBRIS

1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
2. *"Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA". Eligible debris as defined in PAPPG, current edition.
3. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public rights-of-way within City limits and City facilities, as may be directed by the City. Services will only be performed when requested and as designated by the City.
4. The debris is defined as the following types:
   i. ROW Vegetative Debris

ii. ROW C & D Debris
iii. ROW Mixed Debris
iv. Removal of Hazardous Trees, Hanging Limbs and Stumps
v. Dead Animal Carcasses
vi. Household Hazardous Waste Removal
vii. Right-of-Entry Debris Management
viii. ROW White Goods Debris
ix. ROW e-Waste
x. Abandoned Vehicle and Vessel Removal
xi. Putrescent Debris

5. The City and Contractor will tentatively plan the number of passes/sweeps* for debris pick up following a complete assessment of the volume of disaster generated debris.

6. *Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the rights-of-way. This service is usually limited to three (3) passes through the community.

7. The City of Cocoa has six (6) potential Disaster Debris Management Sites. Three (3) of the sites are FDEP pre-authorized and three (3) are pending authorization. In response to a debris-generating event, the City shall determine which of those sites will be activated based the event and affected areas requiring debris collection and removal. The sites are listed in Section 2.01(C) City's Current Debris Management Sites. HAND LOADING - The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY {(40CY/2) * 100%]. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {[40 CY/2] * 50%}. The maximum amount recorded for a hand loaded vehicle will be 50% of its measured capacity.

k. EQUIPMENT

1. The Contractor must provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this Agreement.
2. Prior to commencing debris reduction and disposal operations, the

Contractor must present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).

3. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations and shall meet all local FDOT requirements.

4. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

5. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City and shall be subject to examination/inspection by the City throughout the project

6. Damaged sideboards must be repaired prior to arriving at the dumpsite or the load will be rejected by the City and payment will not be made to the Contractor for the rejected load.

7. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two inches (2”) will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted.

8. The Contractor will inspect all equipment to ensure it is in good overall condition and all requirements are met before utilizing. The City reserves the right to refuse any equipment it determines is unsafe or inadequate.

9. All equipment used for hauling debris must be measured and marked for its load capacity. The Contractor must supply pre-approved measurement forms for each hauling container used under this Agreement.

10. Prior to commencing debris removal operations, the Contractor must present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will

be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.

11. Hauling capacity will be recorded in cubic yards and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

12. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this Agreement.

13. Equipment used under this Agreement shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber-tired equipment must be approved by the City.

14. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.

15. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

16. Trucks or equipment that are designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement.

17. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement.

18. Under no circumstances will the Contractor comingle debris hauled for others with the City's debris hauled under this Agreement.

l. ROW VEGETATIVE DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS

or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed. Removal of eligible vegetative debris existing in the City will be performed as identified by the City.

3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

4. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

5. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

6. The Contractor must provide traffic control as conditions require or as directed by the City.

7. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

m. ROW C&D DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with

loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

3. Removal of eligible C&D debris existing in the City will be performed as identified by the City.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

6. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

7. The Contractor must provide traffic control as conditions require or as directed by the City.

8. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

n. ROW MIXED DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule (ATTACHEMENT A). Work shall consist of all labor, tools, materials, equipment, fuel, transportation, traffic control costs and all other associated costs necessary to pick up and transport eligible disaster-related Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state, and local rules and regulations and as directed by the City.

2. For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
3. Removal of eligible C&D debris existing in the City will be performed as

identified by the City.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS for reduction and preparation for disposal or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

6. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

7. The Contractor must provide traffic control as conditions require or as directed by the City.

8. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.

9. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.

o. REMOVAL OF HAZARDOUS BROKEN LIMBS/BRANCHES

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible broken limbs/branches.

2. Eligible hazardous broken limbs/branches will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous broken limbs/branches two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City. Debris generated from the removal of eligible broken limbs/branches in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 2.04(12), "ROW Vegetative Debris Removal".

3. All disaster specific eligibility guidelines regarding size and diameter of limbs will be in accordance with PAPPG. In order for broken limbs/branches to be removed and eligible for payment, the limb must satisfy all of the following requirements:

    i. The limb must two inches (2") or greater in diameter (measured at the point of break);
    ii. The limb must be suspended in a tree and threatening a public-use area; and
    iii. The limb must be located on improved public property.
    iv. Only the minimum cut necessary to remove the hazard is eligible if the threat can be eliminated by cutting it at the closest main branch junction.

4. The Contractor is responsible for photographing before removal and documenting tree location on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as address if one is available.

p. REMOVAL OF HAZARDOUS TREES

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for eligible tree removal.

2. All disaster specific eligibility guidelines regarding eligible trees will be in accordance with PAPPG. The City will identify all eligible hazardous trees for removal. Eligible hazardous trees are defined in the PAPPG as six inches (6") or greater in diameter, measured four- and one-half feet (4 ½') from the base of the tree existing located in the City ROW, parks and facilities and the tree:

    i. Has a split trunk; or
    ii. Has a broken canopy; or
    iii. Is leaning at an angle great than thirty degrees (30°).

3. For trees that have fifty percent (50%) or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

4. For trees than have less than fifty percent (50%) of the root-ball exposed, the Contractor must flush cut the tree at ground level and dispose of the cut portion. Grinding of the residual stump will not be allowed.

5. Debris generated from the removal of eligible hazardous trees existing in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently disposed in accordance with scope of services, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal".

6. Cutting leaning trees less than six inches in diameter will not be allowed.

7. The collection of all eligible hazardous leaning trees must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

8. The Contractor shall be responsible for photographing before removal and documenting tree location on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as address if one is available.

9. The requirements for removing eligible stumps resulting from a tree removal is specified in the below Section 2.04(17).

q. REMOVAL OF HAZARDOUS STUMPS

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible hazardous stumps.

2. All disaster specific eligibility guidelines regarding eligible stumps will be in accordance with PAPPG. The City will identify all eligible hazardous stumps for removal or grinding. The stump must be on City ROW and poses an immediate threat to public health, safety, or welfare.

3. For stumps that have 50 percent (50%) or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

4. A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to PAPPG are:
    i. The stump has fifty percent (50%) or more of the root-ball exposed;

ii. The stump is two feet (2') or larger in diameter measured two feet (2') above the ground;
iii. Extraction is required as part of the removal when greater than twenty-four (24) inches in diameter, as measured twenty-four (24) inches from the ground; and
iv. The unit price for this type of stump removal will include extraction, transport, disposal and filling the root-ball hole, unless grinding the stump in place is less costly.
v. The per stump unit removal price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction, unless grinding the stump in place is less costly.

5. Stumps that have less than fifty percent (50%) of the root-ball exposed must be flush cut at ground level and dispose of the cut portion. Grinding any residual stump is not allowed.

6. The stump portion of the tree will not be removed but the residual debris (i.e., tree trunk) will be collected, processed, and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal" (Scope of Services, Item 3(l)). The cubic yard volume of unattached stumps will be based off the Stump Conversion Table and Hazardous Stump Worksheet (Attachment B).

7. For stumps smaller than two feet (2') in diameter, or for stumps of any size that do not require extraction compensation to the Contractor will be based on volume or weight as removal of these stumps does not require special equipment and Contractor must submit a Hazardous Stump Worksheet. Refer to the Stump Conversion Table for determining volume and removed under the terms and conditions described in "ROW Vegetative Debris Removal".

8. Any questionable stumps shall be referred to the City for determination of its disposition.

9. Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Contractor discovers any potential archeological resources during stump removal, they must notify the City Representative immediately. The City must immediately cease work and notify FEMA.

10. The Contractor is responsible for backfilling any voids left in the ground by

removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

11. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions described in Section 2.04(12) "ROW Vegetative Debris Removal".

12. Stumps shall only be collected after the monitoring firm and the Contractor(s) document and perform the following:

    i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, including latitude & longitude, and specific descriptive notations.
    ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
    iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
    iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm or in PAPPG will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

r. DEAD ANIMAL CARCASSES

1. The Contractor shall collect, process, transport and legally dispose of dead animal carcasses including, but not limited, to dead livestock, poultry, and large animals, in any permissible manner consistent with federal, state, and local laws and regulations. Compensation based on using CATEGORY A – Unit Rate Price Schedule.

2. The work must be conducted as part of the overall debris removal operations.

    i. FEMA may require certification from the City that a threat to public health and safety exists.
    ii. When few in number, smaller animal carcasses (e.g., rodents, skunks, or possums) do not usually pose an immediate threat to

public health or safety. Removal and disposal of these carcasses is not eligible.

s. HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT AND DISPOSAL

1. Unless requested by the City to remove HHW from the ROW, the Contractor shall not collect HHW from the ROW. Such request by the City shall be made in writing.

2. If requested by the City, the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

   i. Contractor shall be responsible for proper handling and disposal of all HHW that is transported to the City approved DMS or a City approved Final Disposal Site.
   ii. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection, removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.
   iii. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
   iv. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.
   v. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated using CATEGORY A – Unit Rate Price Schedule.

3. Hazardous Spills

   i. The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.
   ii. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak.
   iii. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City, which shall include, but not be limited to Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

t. RIGHT-OF-ENTRY (ROE) DEBRIS MANAGEMENT (If implemented by the City)

1. The Contractor shall additionally hold the Federal Government harmless from all liability for these services. All procedures relating to this service shall be in accordance with the Debris Management program should the City elect to implement.

2. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction any items the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages will not occur as a result of properly conducted services.
3. The City will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

u. ROW WHITE GOODS DEBRIS REMOVAL

1. Services performed under this scope will be compensated using CATEGORY A – Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary

for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's certified technicians prior to mechanical loading and hauling to DMS.

i. White goods must be located within the ROW.
ii. White goods can be collected without first having refrigerants removed if the white goods are carefully manually placed into a hauling vehicle or by using lifting equipment so that the elements containing refrigerants are not damaged.
iii. All white goods containing food items shall be contaminated in accordance with local, state and federal law prior to recycling.
iv. White goods must be a result of the major disaster event.

2. White goods are banned from landfill disposal in the state of Florida but are accepted for recycling.

3. The removal, transportation, and removal of freon eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

4. The Contractor shall be responsible for the removal of freon from all white goods and processing of freon in a legal manner.

5. The City shall maintain possession of all white goods and dispose of white goods as deemed to be in the best interest of the City.

v. ROW E-WASTE

1. Contractor may be requested to remove E-Waste from the ROW. Such request by the City shall be made in writing.

2. If requested by the City, Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

i. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.
ii. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer

monitors, and microwaves in areas identified and approved by the City. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

3. Services performed under this Contract element, if requested/authorized in writing by the

   City will be compensated using CATEGORY A – Unit Rate Price Schedule.

w. ABANDONED VEHICLE/VESSEL REMOVAL

1. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles Vessels in areas identified and approved by the City. The removed eligible vehicles and/or vessels will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency. The staging area shall be within the city limits or at the DMS.

2. The removal, transportation, and disposal of eligible abandoned vehicles and/or vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

3. No vehicles and/or vessels shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.
4. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated using CATEGORY A – Unit Rate Price Schedule.

x. OTHER DEBRIS REMOVAL WORK

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

y. LOAD TICKETS

1. A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Contractor shall submit an example load ticket with their response.

2. At a minimum, each ticket will contain the following information:

   i. The City of Cocoa Debris Load Ticket (as a title)
   ii. Contractor Name
   iii. Ticket Number
   iv. Load Site Location
   v. Date
   vi. Load Site Zone
   vii. Truck (Container) Number
   viii. Capacity (Container)
   ix. Total Debris Volume (Quantity)
   x. Dump Site Name (Location)
   xi. Debris Classification (Vegetation, C&D, Mixed, Other)
   xii. Comment Section
   xiii. Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

3. A City Load Site Monitor or the City's sub-consultant will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the DMS, the vehicle operator will give the five copies to the City Disposal Site Monitor at the DMS. The City will validate, retain one copy and give one copy to the driver and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

4. The Debris Removal Contractor will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by their assigned monitor.

5. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.

6. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DMS. The DMS Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

7. A City Dump Site Monitor will determine the total cubic yards of material

received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

8. The Contractor shall keep a daily updated log of all loads received, including the total volume of debris in each load, at each DMS inspection tower.

9. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

z. TRAFFIC CONTROL

1. The Contractor(s) shall fully mitigate the impact of their operations on local traffic practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

2. Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

aa. DUMPSITES

a. The Contractor shall only use debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and

demolition. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.

i. There may be instances when the City will assign the removal of the reduced vegetative debris to a legal and permitted recycling site.

b. The dumpsite operator will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

c. The City makes no representations regarding the turn-around time at the dumpsites.

8. VARIOUS ANCILLARY REQUIREMENTS

The City may or may not hold other Agreements for some of the below ancillary recovery services. However, to ensure the City will have the required resources available; the Contractor shall be capable of providing the below equipment, services and/or supplies to the City as directed.

a. EMERGENCY POWER GENERATORS
   1. The Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install/set up emergency power to essential facilities as identified and directed by the City. This task of the service shall be completed in accordance with Section 2.02(15)(h). In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
   2. Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.
   3. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor and included in the unit price.
   4. In some instances, the Contractor shall be required to be on-call 24 hours for repairs to essential generators.
   5. City will compensate the Contractor based on the Rate Schedule – Category C.

b. TEMPORARY SATELLITE COMMUNICATION
   1. The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).

2. City will compensate the Contractor based on the Rate Schedule – Category D.

c. TEMPORARY SANITARY FACILITIES
   1. The Contractor shall be required to provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The Contractor shall also obtain a legal subcontractor to service units as may be needed. This task of the service shall be completed in accordance with Section 2.02(15)(h).
      i. Portable toilet units;
      ii. Portable hand washing systems; and
      iii. Portable shower units
   2. The units provided by the Contractor will be on a temporary basis until the City's contracted Contractor can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.
   3. Waste products must be disposal at a legally operated disposal facility.
   4. City will compensate the Contractor based the rate schedule – Category E.

d. REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY
   1. The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged cube ice made from potable water and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
   2. The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power.
   3. The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
   4. Upon depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.
   5. City will compensate the Contractor based on the rate schedule – Category F.

e. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER
   1. The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. This task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
   2. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is

operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

3. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power.
4. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic, and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.
5. City will compensate the Contractor based on the Rate Schedule - Category G.

f. MOBILE FLEET REPAIR FACILITIES

1. As directed by the City, the Contractor shall provide all mechanics/technicians, facilities, equipment, transportation, labor, supervision, and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
2. City will compensate the Contractor based on the Rate Schedule - Category H.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task

       order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

g. TRAFFIC CONTROL AND SIGNAGE

1. As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. The scope for this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h). The following indicates the type of items to be provided and estimated quantities:
    i. 200 each – Safety Cade Type II Barricades with flashing lights

(rental)

ii. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective band (rental)

iii. 100 each – Diamond Grade 8-gauge Aluminum 36" x 36" Stop signs (rental)

iv. 100 each – A-Frame stands for 36" signs (rental)

2. All equipment and materials proposed shall be in accordance with FDOT regulations.
3. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.
4. City will compensate the Contractor based on the Rate Schedule – Category I.

h. CANTEEN

1. As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with Section 2.02(15)(h).
2. City will compensate the Contractor based on the Rate Schedule – Category J for facility/equipment and Category B for canteen staffing labor.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

i. TEMPORARY LIGHTING

1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and other incidentals required to provide temporary lighting at designated facilities.
2. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
3. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
4. City will compensate the Contractor in accordance with the Rate Schedule – Category K.

j. EMERGENCY TEMPORARY DRY-IN OF CITY FACILITIES

1. As directed by the City, the City will compensate the Contractor for equipment, materials, and labor in accordance with the rate schedule.
2. Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors, and windows.
3. The Contractor shall be licensed in the state of Florida for performing the services.
4. The basic scope for the evident services is as follows:
    i. Roofing
        - Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
        - Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated DMS.
        - Dry-in and secure a temporary roofing system, as approved by the City.
    ii. Entry/Exit and Overhead Doors
        - Remove existing door as deemed necessary.
        - Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated DMS.
        - Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
    iii. Windows
        - Remove unsafe glass and materials from window opening.
        - Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated DMS.
        - Contractor may secure the opening utilizing plywood and securely affixing to structure.
5. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
6. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.
    i. This is considered time and material work. If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the

Contractor's sole risk.

k. TEMPORARY SECURITY PERSONNEL
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.
   2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   3. City will compensate the Contractor based on Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

l. EMERGENCY CLEANING OF STORMWATER CATCH BASINS
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of stormwater catch basins. Service shall include the disposal of the water at Public Works facility or the Wastewater Treatment Plant.
   2. Debris collected from storm water appurtenances shall be hauled to a legal disposal facility and not the DMS.
   3. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   4. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

m. TEMPORARY PORTABLE FUELING SITES AND DISPENSING
   1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, and all other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
      i. The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

ii. The equipment shall have the capability of dispensing unleaded and on road diesel. The units shall be double contained.
iii. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

2. Fire Suppression Support: In the event of water system failure in the jurisdiction, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the jurisdiction. The City will direct the contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.
3. Equipment provided shall meet all local, state, and federal fire regulations.
4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
5. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
   i. The labor is considered time and material work in accordance with 2 CFR

      §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

n. RENTAL OF VARIOUS EQUIPMENT WITH OPERATORS
   1. As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.
   2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
   3. City will compensate the Contractor in accordance with the Rate Schedule – Category B.
      i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a

maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

o. TEMPORARY FENCING

1. As directed by the City, Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.
2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours (+/-) after disaster event.
3. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.
    i. The labor is considered time and material work in accordance with 2 CFR §200.318(j). If work is required AFTER the initial seventy (70) hour period, the Contractor will be required to provide a maximum ceiling price for the specific task order based on the Agreement prices for labor, equipment, and material. If the maximum ceiling price is exceeded, it is at the Contractor's sole risk.

9. GENERAL REQUIREMENTS

a. DESCRIPTION OF PROJECT LIMITS

1. The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public property and rights-of-way, City parks, and City debris staging areas within the City limits.
    i. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
    ii. The City will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
2. All debris identified by the City shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative.
3. Any eligible debris, such as fallen trees, which extends onto the ROW from

private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of their work unless specifically authorized by the City in writing.

4. For first pass loose leaves and small debris in excess of two-bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
5. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
6. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
7. All Final Disposal Sites must be approved, in writing, by the City. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City.
8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
9. The City reserves the right to inspect DMS and final disposal site, verify quantities and review operations at any time.

b. REPORTING

The Contractor shall submit a report to The City by close of business each day for the term of the Agreement. Each report shall contain, at a minimum, the following information:

a. Contractor's Name
b. Report Date
c. Location of completed work
d. Location of work for next day
e. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
f. List of roads that were cleared (Emergency Clearance)
g. Number of Crews (including number of trucks and loading equipment)
h. Daily and cumulative totals of debris removed, by category
i. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

j. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
k. Number of hazardous trees and hanging limbs removed.
l. Problems encountered or anticipated

c. SUBCONTRACTORS
   a. The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.
   b. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
   c. The City may, at its discretion, limit the number of subcontract firms' workers under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
   d. The Contractor will provide information as to what percentage of work described herein will be subcontracted.

d. STAFFING REQUIREMENTS – CONTRACTOR
   a. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the resulting Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
   b. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
   c. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
   d. On-Site Project Manager – The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City, which they can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City. Frequency of meetings may be adjusted by the City. The Contractor's project manager must be available twenty-four (24) hours a day, or as required by the City.
   e. Superintendent - The contractor shall employ a competent superintendent who shall be in attendance at all times at the DMS site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or

agent of the City.

f. Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris, which the City deems a priority for overall City recovery.

e. STAFFING REQUIREMENTS – CITY

a. The City reserves the right to immediately remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: Contractor staff; sub-contractor staff.

b. The City will provide a Storm Debris Removal Project Coordinator (Defined as City Representative in the Agreement) to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation and assure FEMA and contract compliance.

f. HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

a. The Contractor(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City. The Contractors(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

b. The Contractors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractors (s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

c. The City or City's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

g. WORK HOURS

a. The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a

week basis. No work will be performed on the following holidays without prior approval of the City:

i. New Year's Day
ii. Martin Luther King Jr. Day
iii. President's Day
iv. Memorial Day
v. Independence Day
vi. Labor Day
vii. Veteran's Day
viii. Thanksgiving Day
ix. Day after Thanksgiving
x. Christmas Eve
xi. Christmas Day

h. MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

i. PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to submit a written response and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

j. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

k. DAMAGES

1. All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the City. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor.
2. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).
3. The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s or Subcontractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s or Subcontractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor or Subcontractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) and Subcontractor(s)'s shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.
4. Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Representative outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.
5. Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a Second re-inspection is required, the City will assess an eighty ($80.00) dollar fee to the Contractor. The eighty ($80.00) dollar fee will be assessed for every re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for inspections and the fee will be deducted from the final invoice for that release order.

l. EXISTING UTILITIES

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with

the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

2. The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

m. DMS SPECIFICATIONS

1. Debris Site Tower Specifications
   i. The Contractor(s) shall provide as many towers as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level, and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense related to DMS operations.
   ii. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.
2. Facilities at DMS Locations
   The Contractor(s) shall provide as many Americans with Disabilities Act (ADA) compliant portable toilets as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any operations and kept in a sanitary condition by the Contractor(s) throughout the duration of operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense related to DMS operations.

n. OWNERSHIP OF DEBRIS

1. All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point

where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

2. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

o. ENVIRONMENTAL PROTECTION

1. All fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. Contractor(s) and subcontractors shall not perform maintenance on over-the road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
3. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City. The Contractor(s) shall comply in a timely manner with all directions of the regarding the use of a water truck or other approved dust abatement measures.
4. The Contractor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.
5. The Contractor(s) shall immediately report and document all incidents to the City Representative or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
6. The Contractor must notify the City regarding any fluid or chemical spillage

so that the City Representative or its authorized representative can review and approve of the cleanup.

7. The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.
8. Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Florida Department of Environmental Protection and the City Representative immediately following discovery. A written follow-up shall be submitted to the City Representative no later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

    i. Description of the material spilled (including any identity, quantity, etc.)
    ii. Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
    iii. Exact time and location of spill, including description of the area involved.
    iv. Receiving waters (including, but not limited to canals and drainage areas)
    v. Cause of incident and equipment and personnel involved.
    vi. Injuries or property damage.
    vii. Duration of discharge.
    viii. Containment procedure implemented.
    ix. Summary of all communications the Contractor has had with press or other officials.
    x. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

p. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

1. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Vendor regarding the following:
    i. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
    ii. Buy America Requirements
    iii. 49 CFR Part 26, Disadvantage Business Enterprise Program
2. American with Disabilities Act of 1990 (ADA)
3. Convict Labor Prohibition
4. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    i. Disaster related purchases (those made with a special “disaster purchase order form” shall never be co-mingled with regular invoices.

ii. All disaster invoices shall include the location where delivered or where used, if appropriate.

5. All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   i. Timecards.
   ii. Daily work reports for every employee, by each separate FEMA category of work
   iii. Daily equipment use, by each separate FEMA category of work.
   iv. List of all supplies and materials used, by each separate FEMA category of work.
   v. Includes both prime and sub-contractors
6. All work must be properly grouped according to FEMA damage categories as specified in the contract.
7. FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

q. TIME AND MATERIAL CONTRACTS, IF REQUIRED
   1. As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:
      i. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
   2. In accordance with 2 2 CFR §200.318(j)
      i. All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.
      ii. The not-to-exceed ceiling prices is exclusive of:
         - Actual cost of material, rentals, subcontracted or sublet service
         - Direct labor hours based on the Rate Schedule – Category B, which is inclusive of all general, burden and administrative expenses and profit.
      iii. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
      iv. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

r. OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Agreement.
2. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the City.
3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
4. The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.
5. There shall be no overnight parking or camping on public property without the approval of the City.
6. The Contractor is encouraged to employ experienced and qualified local sub-contractors and minority/disadvantaged/women owned businesses.
7. The Contractor is responsible for costs associated with damages and repairs to private and public property that were caused by their operations. Strict adherence to these specifications is required.

s. OTHER CONTRACTS

1. Other contracts may be issued for the purpose of removing disaster related debris within the City.
2. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

t. NON-EXCLUSIVE

The awarded Agreement shall not be considered exclusive, and the City retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the Agreement term to render services to assist the City with special needs and events for other than full-scale disasters.

u. GENERAL CONTRACTUAL REQUIREMENTS

1. The Contractor shall disclose to the City current and future debris management contractual obligations within the state of Florida throughout the term of the Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within

thirty (30) days of entering into said contractual obligation and submit an updated contractual obligation listing annually on the anniversary date of this Agreement.

2. The Contractor shall not accept, solicit, or contract any local work with other governments, private businesses, homeowners, or others while actively performing debris management services for the City during an emergency event, without the express written consent from the City.
3. The Contractor agrees to hire or contract with willing local individuals, MBE/WBE/DBE businesses, and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Contractor shall supply the City, on a yearly basis, a list of local individuals, MBE/WBE/DBE businesses, and firms under contract for performing services.
4. All payments under the Agreement shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.
5. The City seeks a company to specifically provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado, flooding, other wind driven severe weather disaster, natural disaster, manmade disaster or emergency.
6. The City will contract for the provision of ancillary services, which may include, personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.
7. The Contractor shall be responsible for travel, per diem, housing, and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities when performing services.

10. GENERAL SPECIFICATIONS FOR RESTORATION OF DMS SITE

a. SITEWORK

1. This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
2. The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
3. Coordination with all affected City departments will be essential to properly execute the work.

4. The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
5. Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
6. Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
7. The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
8. The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
9. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
10. The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.
11. Contractor shall always provide protection from turbidity runoff by utilizing hay bales, silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.

b. BACKFILLING
    a. Backfilling shall conform to latest edition of F.D.O.T. Manual, Sections 120 and 125.
    b. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with clean material containing no particles larger than one inch (1") shall be placed compacted in layers not to exceed twelve inches (12") of loose material. The final grade of the backfilling activity shall be the original grade as it existed or as denoted on the plans. Moistening to secure thorough compaction may be necessary as directed by the City. The Contractor shall be responsible for correcting

settlement in all backfilled areas.

c. All excess material such as rock, excess soil, stumps, trees, or other debris shall be removed from the site and disposed of by the Contractor.
d. Unless otherwise specified, all backfill shall be compacted to ninety-five percent (95%) of an average maximum density as determined by AASHTO T-99 Method C (Modified Proctor). Reports are to be submitted to the City. The City shall direct Contractor on location of tests. At a minimum, two (2) density tests will be required for backfill of pipe excavations. Frequency of tests will be determined by depth and length of excavation.

c. PAVING REPAIR AND RESURFACING
    a. Work Included - Cutting, removing, protecting and replacing existing pavement.
    b. Restoration work shall be kept current with the backfilling operation to maintain traffic.
    c. The following reference standards shall be adhered to:

        i. AASHTO M-81 - Penetration Graded Asphalt Cement
        ii. AASHTO M-140 - Emulsified Asphalt
        iii. FDOT Road and Bridge Construction - Section 250 - shell base
        iv. FDOT Road and Bridge Construction - Section 330 - hot bituminous mixtures general construction requirements. Section 333 - Type III Asphaltic Concrete
        v. FDOT Road and Bridge Construction - Section 916 - Asphalt cement
    d. Products
        i. General - Materials shall be of same or better grade, type and quality as those removed or as specified. All work to be in accordance with FDOT Specifications and Standards.
        ii. Base course - Shall be a shell base material as defined in Section 250 - SHELL BASE of the referenced FDOT Standard Specification.
        iii. Prime Coat-Tack Coat Prime and Tack Coats shall be as defined in Section 300 - PRIME AND TACK COATS FOR BASE COURSES of the referenced FDOT Standard Specification.
        iv. Asphaltic Concrete - Asphaltic Concrete shall be Type III as defined in Section 333 - TYPE III ASPHALTIC CONCRETE of the referenced FDOT Standard Specification.
    e. Construction
        i. Contractor shall remove existing asphalt as delineated on plans after demolition work. New asphalt construction shall adhere to proposed grades and existing pavement elevations. Contractor shall restore disturbed pavement area in accordance with specifications and plans. Existing asphalt thickness is approximately 1 1/2" to 2" in

thickness.

ii. Smooth transitions between existing pavement and new pavement are required.

iii. Contractor shall provide documentation that Asphaltic material meets specifications.

iv. Shell Base shall be installed according to FDOT Section 250.

v. Prime Coat shall meet FDOT Section 300 Specifications.

vi. Type III Asphaltic Concrete shall meet FDOT Section 333 specifications. Thickness shall one and one-half inches (1 1/2") after completion of work.

d. SODDING

1. Sodding shall conform to Section 575 of the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
2. The Contractor shall sod entire project area with Bahia sod, where applicable, after demolition activity.
3. Sodding is required in all right-of-way areas wherever existing sod has been damaged or removed due to construction.
4. The Contractor shall sod all other areas outside of the Project area damaged by construction activity at the Contractor's expense.
5. Newly sodded areas shall be maintained by the Contractor until the sod is established which shall be at a minimum thirty (30) days from planting. The Contractor is responsible for watering sod by utilizing a water truck at the Contractor's expense or contacting the City's Billing & Collection Division to obtain a permit to utilize City water and a water meter also, at the Contractor's expense.
6. Minor grading by the Contractor is anticipated to facilitate drainage on site.

e. DISPOSAL OF SURPLUS AND WASTE MATERIAL

a. The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.

i. Transport suitable surplus material to soil storage area on City's property within 5 miles of project site and stockpile or spread as approved by City.

ii. Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.

iii. Suitable excavated material may be used for fill or backfill if it meets the specifications for suitable fill material and is approved by the ENGINEER. Excavated materials so approved may be neatly stockpiled at the site, provided there is an area available that will not interfere with the operation of a business or inconvenience traffic or

adjoining property owners. If space limitations do not permit stockpiling on the site, the Contractor will be required to make arrangements for off-site stockpiling. Transport of such material from and to the immediate site, including any stockpiling agreements, shall be entirely at the Contractor's expense and shall not constitute grounds for additional payment.

iv. Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

f. INSPECTION AND TESTING

1. The Contractor is responsible for contracting a licensed, responsible, and reliable Engineer/Testing Company to perform the inspections and testing required in this section. The Contractor shall have the City's approval of the Engineering/Testing firm before any contractual agreement is signed between the Contractor and Engineering/Testing firm. The results of the testing shall be submitted to the City Representative (Project Manager).
2. The inspections, approvals, and testing required for this project are as follows:
    i. Excavation/Backfill - Backfill material size requirements and compaction testing shall conform to Sections 120 and 125 of the F.D.O.T. Standard Specification for Road and Bridge Construction (latest editions).

g. TRAFFIC MAINTENANCE

a. It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
b. This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
c. No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
d. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well-being of persons in close proximity to the work area.
e. The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or requite closure of any road or parking facility.

h. NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

i. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly; to ensure they are operating correctly. Contractor shall insure all local, state, and federal requirements are adhered to during the course of the work.

j. PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

1. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings and not designed for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
2. Assistance will be given to the Contractor in determining the location of existing utility services; however, the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
3. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price.

k. OBSTRUCTIONS

1. The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.
2. The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

l. CLEANUP AND DISPOSAL OF DEBRIS

1. Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish, and windblown debris, resulting from operations.
2. Provide onsite containers for the daily disposal of waste materials, debris, and rubbish, including but not limited to food containers and debris.
3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
4. Final cleaning of work area is required and shall include:
    i. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
    ii. Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

m. SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

11. COMPLIANCE

a. The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SJRWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, SJRWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.
b. The Contractor will follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
c. The Contractor will ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

d. The Contractor will check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

12. PERFORMANCE SCHEDULE

1. The Contractor will provide continuous services, per the Agreement's hourly rates, and for the period specified in the notice to proceed.
2. The Contractor will mobilize a staff of sufficient size to adequately mange debris removal operations.

During this period, the Contractor's Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

13. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the Contractor regarding the following:

1. Buy America Requirements '
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
6. Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
7. All disaster invoices will include the location where delivered or where used, if appropriate.
8. All debris removal contractor and the Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
   i. Timecards.
   ii. Daily work reports for every employee, by each separate FEMA category of work
   iii. Daily equipment uses, by each separate FEMA category of work.
   iv. List of all supplies and materials used, by each separate FEMA category of work.
   v. Includes both prime and sub-contractors
9. All work must be properly grouped according to FEMA damage categories as specified in the contract.
10. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the Agreement.

14. FINAL PROJECT CLOSEOUT

Upon final inspection of the project by the City, the Contractor will submit a detailed description of all debris removal management activities, to include the total volume, by type of debris hauled and or disposed.

15. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Public Works Department – Storm Water Division, dated March 9, 2021 ; Bid Documents (RFP# 21-15-COC) issued by the City, dated March 9, 2021; Contractor's Bid Submittal, dated April 16, 2021 General Conditions, if any; Federal Terms and Conditions, Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality, and services under which it is to be performed and that it enters into this Agreement based on its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

16. ORDER OF PRECEDENCE

In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders
b. Agreement, Exhibits and Addenda
c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Issued Bid Documents
f. Contractor's Bid Proposal
g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

17. AGREEMENT INTERPRETATION

At its discretion, during the course of work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

18. **TERM**

The term of this agreement will be for a period three (3) years to begin upon approval and execution by the City; with the opportunity for additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals shall not exceed six (6) years. The decision to renew or extend the contract shall be at the discretion of the City. The CONTRACTOR must review the disaster debris removal/management services and ancillary preparation/recovery services with the City on an annual basis coordinated through the Director of Public Works.

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19. **CONTRACT PRICE, UNIT PRICE CONTRACT**

The OWNER will pay the CONTRACTOR in current funds for Debris Removal and Management Services in accordance with the Contract Documents, stated herewith on an event-based requirement. CONTRACTOR agrees to accept this agreement as a TIME AND MATERIALS contract and compensation for the agreed upon services, terms and conditions embraced in the Contract Documents shall be in accordance with the schedule of values (Attachment A) proposed by the CONTRACTOR.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's schedule of values all costs of any nature relating to: (1) the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(A) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's proposed schedule of values specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(B) The CONTRACTOR acknowledges that CONTRACTOR's proposed schedule of values included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works – Storm Water Division Debris Management Sites (DMS).

(C) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Values (Attachment A) included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

20. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES**

The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

b. 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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. 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 OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

21. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood;

windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

22. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

23. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

24. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works – Storm Water Division or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

25. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

26. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

27. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

28. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

29. **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 party.

30. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

31. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

32. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state, and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

33. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager

to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

34. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

35. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue

for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

36. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

37. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

38. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

39. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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

41. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

42. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

43. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

44. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Ceres Environmental Services Inc.
Attn: David McIntyre / President
6968 Professional Parkway East, Sarasota, Florida 34240
P: 800-218-4424 / F: 866-228-5636 / E: dawn.brown@ceresenv.com

Tia Laurie, Secretary
Tia.Laurie@ceresenv.com

For OWNER:

City of Cocoa
Attn: City Manager and Director – Public Works Department
65 Stone Street, Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

45. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent, or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

46. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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FEDERALLY FUNDED PROJECTS – TERMS AND CONDITIONS

For Work that will be funded in whole or in part by federal funds, the following provisions shall apply as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity*. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-15-COC TIER-2)

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, **the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, ***CERES ENVIRONMENTAL SERVICES INC.,*** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

David McIntyre / President
Name and Title of Contractor's Authorized Official

6-3-2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-15-COC TIER-2)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor
Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

CERES ENVIRONMENTAL SERVICES INC.

By: _____

Print name/title:

David McIntyre / President

Date:

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 3rd day of June, 2021, by David McIntyre, the President of Ceres Environmental Services, who is personally known to me or who produced _____ as identification and who did take an oath.

Notary Public State of Florida
Ashley Diane Dow
My Commission HH 061557
Expires 11/08/2024

_____
(Notary Public Signature)
Ashley Diane Dow
(Print Name)
Notary Public, State of Florida
Commission No.: HH 061557
My Commission Expires: 11-08-2024

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ceres Environmental Services, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Ceres Environmental Services, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Tia Laurie

Print Name: Tia Laurie

Date: 6/4/2021

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6/4/2021 (date) by Tia Laurie (name of officer or agent, title of officer or agent) of Ceres Environmental Services (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Ashley D Dow

[Notary Seal] Notary Public

Ashley D Dow

Notary Public State of Florida
Ashley Diane Dow
My Commission HH 061557
Expires 11/08/2024

Name typed, printed or stamped

My Commission Expires: 11-08-2024

Company ID Number: 69082

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Ceres Environmental Services, Inc.**

Company Facility Address: **3825 85th Ave**
Brooklyn Park, MN 55443

Company Alternate Address:

County or Parish: **HENNEPIN**

Employer Identification Number: **411816075**

North American Industry Classification Systems Code: **238**

Parent Company:

Number of Employees: **100 to 499**

Number of Sites Verified for: **4**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- LOUISIANA 1 site(s)
- FLORIDA 1 site(s)
- TEXAS 1 site(s)
- MINNESOTA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Chad M Coss**
Telephone Number: **(763) 425 - 8822 ext. 138** Fax Number: **(763) 425 - 5636**
E-mail Address: **chad.coss@ceresenvironmental.com**

Purchasing Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

May 6, 2021

Ceres Environmental Services, Inc.
Re: RFP-21-15-COC Disaster Debris Removal Management and Ancillary Preparation/Recovery Services

Good morning,

Based on the City's Selection Committee Meeting held on May 5, 2021, it has come to our attention that there was an accounting error on Category A.8 Loading and Transporting of Reduced/Compacted Debris subcategories A.8.1, A.8.4 and A.8.5. All these figures require the unit cost (Cost per CY or TN per Mile) to be multiplied by the sample scenario (CY or TN and miles). It appears the sample miles of travel were not multiplied as part of the calculation. As a result of this error, the total values were not calculated correctly. The Selection Committee has amended the total cost to reflect the quoted unit price based on the sample scenario and requests your confirmation on the values below. To further clarify, the Unit Costs will not be altered. Only the total value based on the quoted unit cost multiplied by the sample scenario is being corrected.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION SCENARIO Quantity	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO EXTEND PRICE
A.8.1	Vegetative Debris - Grinded - DMS to final disposal site	Per CY/ Per Mile	25,000 CY / 15 miles	$ 0.11	~~$2,750.00~~ $41,250.00
A.8.4	Construction & Demolition Debris - DMS to final disposal site	Per Ton/ Per Mile	15,000 Tons / 64 miles	$ 0.50	~~$7,500.00~~ $480,000.00
A.8.5	Mixed Debris - DMS to final disposal site	Per CY/ Per Mile	40,000 CY / 64 miles	$ 0.15	~~$6,000.00~~ $384,000.00

Thank you,

Heath Hancher, PmP, CPPM
Purchasing / Contracts Division Manager

Correction(s) Accepted: Yes / No
Print Name: Dawn Brown
Title: Assistant Corporate Secretary
Signature: Dawn Brown
Date: May 7, 2021

cc: Bryant Smith, P.E., CFM, Public Works Director / City Engineer
Abigail Morgan, P.E., Public Works Assistant City Engineer

COCOA FLORIDA	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, Florida 32922 Phone: 321-433-8833| Fax: 321-433-8860	Solicitation Number: P-21-15-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: April 9, 2021

TITLE: DISASTER DEBRIS REMOVAL/MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES

Attachment "F"

Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions

The Price Proposal (Schedule of Values) Spreadsheet which is referenced hereto and incorporated herein; is provided separately electronically as a Microsoft© Excel® file. All proposers shall submit said file completed electronically in the as requested format to facilitate the evaluation process and to ensure all proposals receive the same orderly review and evaluation. Additionally, the original unbound proposal and all bound proposal copy packages shall contain a printed copy of the completed Site Location found within Exhibits A – G and shall be considered under Tab "D" after **Attachment "F", Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions Certification.**

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchase & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal (Schedule of Values) and Acceptance of Proposal Terms and Conditions.** The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Ceres Environmental Services, Inc.

Mailing Address: 6968 Professional Parkway, Sarasota, Florida 34240

Telephone Number: (800) 218-4424 Fax Number: (866) 228-5636 E-mail Address: dawn.brown@ceresenv.com

Dawn Brown — Authorized Signatory

Dawn Brown — Printed Name

FEIN: 41-1816075 DUNS: 060619285

Assistant Corporate Secretary — Title

April 14, 2021 — Date

CAGE Code: 1CAW2 As issued through www.sam.gov

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was executed before me this 14th day of April, 2021, by Dawn Brown as Asst. Corporate Secretary of Ceres Environmental Services, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

(stamp)

WANAPA BOUNTHAM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2025

NOTARY PUBLIC, State of Minnesota

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☞ Failure to submit this form may be grounds for disqualification of your submittal ☜

Purchasing Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

May 6, 2021

Ceres Environmental Services, Inc.
Re: RFP-21-15-COC Disaster Debris Removal Management and Ancillary Preparation/Recovery Services

Good morning,

Based on the City's Selection Committee Meeting held on May 5, 2021, it has come to our attention that there was an accounting error on Category A.8 Loading and Transporting of Reduced/Compacted Debris subcategories A.8.1, A.8.4 and A.8.5. All these figures require the unit cost (Cost per CY or TN per Mile) to be multiplied by the sample scenario (CY or TN and miles). It appears the sample miles of travel were not multiplied as part of the calculation. As a result of this error, the total values were not calculated correctly. The Selection Committee has amended the total cost to reflect the quoted unit price based on the sample scenario and requests your confirmation on the values below. To further clarify, the Unit Costs will not be altered. Only the total value based on the quoted unit cost multiplied by the sample scenario is being corrected.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION SCENARIO Quantity	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO EXTEND PRICE
A.8.1	Vegetative Debris - Grinded - DMS to final disposal site	Per CY/ Per Mile	25,000 CY / 15 miles	$ 0.11	~~$2,750.00~~ $41,250.00
A.8.4	Construction & Demolition Debris - DMS to final disposal site	Per Ton/ Per Mile	15,000 Tons / 64 miles	$ 0.50	~~$7,500.00~~ $480,000.00
A.8.5	Mixed Debris - DMS to final disposal site	Per CY/ Per Mile	40,000 CY / 64 miles	$ 0.15	~~$6,000.00~~ $384,000.00

Thank you,

Heath Hancher, PmP, CPPM
Purchasing / Contracts Division Manager

Correction(s) Accepted: (Yes) / No
Print Name: Dawn Brown
Title: Assistant Corporate Secretary
Signature: Dawn Brown
Date: May 7, 2021

cc: Bryant Smith, P.E., CFM, Public Works Director / City Engineer
Abigail Morgan, P.E., Public Works Assistant City Engineer

ATTACHMENT F

PRICING

SCHEDULE | SCHEDULE OF VALUES

UNIT PRICES IN THIS SCHEDULE SHALL PREVAIL

NAME OF CONTRACTOR: >>>>>>>	Ceres Environmental Services, Inc.

CATEGORY A: DEBRIS MANAGEMENT - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Compensation for services will be based on the below pricing schedule. Unit prices must be maximum ceiling unit prices and net of all labor, equipment, materials, permit fees and all other incidental fees to complete the services.

NOTES:

1) Collection includes Public ROW, City Facilities and City Parks
2) Mile measurement will be based on the number of miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922 to the DMS.
3) The City will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will NOT be responsible for the payment of all landfill fees. The City will pay the landfill tipping fees directly to the landfill.
4) All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart.

THE BELOW SCENARIOS ARE FOR EVALUATION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS THE TOTAL QUANTITIES TO BE LET THROUGH A PRE-EVENT CONTRACT NOR FOR DETERMINING THE PERFORMANCE AND PAYMENT BOND LIMITS. HOWEVER, IT WILL BE THE AMOUNT TO DETERMINE THE SURETY BOND AMOUNT AS STATED IN THE REQUEST FOR PROPOSAL.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.1	**Vegetative Debris** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.1.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 8.95	1,000,000	$ 8,950,000.00
A.1.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 10.95	0	$ -
A.1.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 11.50	0	$ -
A.2	**Mixed Debris** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.2.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 8.95	75,000	$ 671,250.00
A.2.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 10.95	0	$ -
A.2.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 11.50	0	$ -
A.3	**Construction and Demolition Debris (C&D)** - Collect from public ROW, City Facility or Park, and haul to DMS or Final Disposal Site (Based on incoming yardage)				
A.3.1	DMS located within 10 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 8.95	100,000	$ 895,000.00
A.3.2	DMS located >10 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 10.95	0	$ -
A.3.3	DMS located >/= 20 miles but <20 miles from Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922	Cubic Yard	$ 11.50	0	$ -
A.4	**Management of DMS** - Includes: - Comprehensive management of all debris and debris site, including but not limited to, grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water, and regulatory compliance, and close-out site remediation. - All site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security. - Based on incoming yardage.	Cubic Yard	$ 1.25	275,000	$ 343,750.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.5	**Segregation of Eligible Mixed Debris** - This unit price will apply only to those incoming loads containing mixed debris directed for segregation. Price to include off-loading and all other incidental required to separate elibigle mixed debris into C&D and Vegatative Debris. Based on eligible incoming yardage.	Cubic Yard	$0.95	75,000	$ 71,250.00
A.6	**Reducing and/or Compacting Eligible Debris** based on incoming material for disposal.				
A.6.1	Vegetative Reduction - Grinding at the designated DMS.	Cubic Yard	$3.28	40,000	$ 131,200.00
A.6.2	ALTERNATIVE Vegetative Debris Reduction by air curtain incineration at the designated DMS. (This option is at the sole discretion of the City)	Cubic Yard	$2.78	0	$ -
A.6.3	Construction and Demolition Debris Reduction via compaction at the designated DMS.	Cubic Yard	$0.65	50,000	$ 32,500.00
A.6.4	Mixed Debris Reduction via compation at the designated DMS (This line item is valid only if City does not direct segregation of incoming mixed debris)	Cubic Yard	$0.65	40,000	$ 26,000.00
A.7	**Loading and Transporting of Reduced/Compacted Debris** from DMS to final disposal site WITHIN BREVARD COUNTY, FL. Quanitites are based on: 1) Cubic Yard Unit of Measure: Reduced cubic yard material outgoing for disposal; 2) Ton Unit of Measure: Tonnage based on individual weight tickets from disposal site.				
A.7.1	Vegetative Debris - Grinded - DMS to final disposal site	Cubic Yard	$4.95	40,000	$ 198,000.00
A.7.2	Vegetative Debris - Incinerated Ash - DMS to final disposal site	Cubic Yard	$9.95	0	$ -
A.7.3	Construction & Demolition Debris - DMS to final disposal site	Cubic Yard	$4.95	50,000	$ 247,500.00
A.7.4	Construction & Demolition Debris - DMS to final disposal site	Ton	$29.95	0	$ -
A.7.5	Mixed Debris - DMS to final disposal site	Cubic Yard	$4.95	0	$ -
A.7.6	Mixed Debris - DMS to final disposal site	Ton	$29.95	0	$ -
A.8	**Loading and Transporting of Reduced/Compacted Debris** from DMS to final disposal site OUTSIDE BREVARD COUNTY, FL. Quanitites are based on: 1) Per Cubic Yard/Per Mile Unit of Measure: Reduced cubic yard material outgoing for disposal per mile*; 2) Per Ton/Per Mile Unit of Measure: Tonnage based on individual weight tickets from disposal site per mile)*. *Mileage shall be based on one-way travel from DMS to final disposal site outside of BREVARD COUNTY, FL.				
A.8.1	Vegetative Debris - Grinded - DMS to final disposal site	Per CY/ Per Mile	$0.11	25,000 CY / 15 miles	$ 2,750.00
A.8.2	Vegetative Debris - Incinerated Ash - DMS to final disposal site	Per CY/ Per Mile	$0.98	0	$ -
A.8.3	Construction & Demolition Debris - DMS to final disposal site	Per CY/ Per Mile	$0.35	0	
A.8.4	Construction & Demolition Debris - DMS to final disposal site	Per Ton/ Per Mile	$0.50	15,000 Tons / 64 miles	$ 7,500.00
A.8.5	Mixed Debris - DMS to final disposal site	Per CY/ Per Mile	$0.15	40,000 CY / 64 miles	$ 6,000.00
A.8.6	Mixed Debris - DMS to final disposal site	Per Ton/ Per Mile	$0.90	0	$ -
A.9	Collection of Debris from Public ROW and transport directly to an approved SEMINOLE COUNTY disposal site. Quanitites are based on: 1) Cubic Yard Unit of Measure: Cubic yardage picked up from ROW; 2) Ton Unit of Measure: Tonnage based on individual weight tickets from disposal site.				
A.9.1	Vegetative Debris - NOT reduced or incinerated. ROW to final disposal site	Cubic Yard	$8.95	25,000	$ 223,750.00
A.9.2	Construction & Demolition Debris - NOT reduced or compacted. ROW to final disposal site	Cubic Yard	$8.95	25,000	$ 223,750.00
A.9.3	Mixed Debris - NOT segregated, reduced or compacted. ROW to final disposal site	Cubic Yard	$8.95	0	$ -
A.9.4	Construction & Demolition Debris - NOT reduced or compacted. ROW to final disposal site	Ton	$89.00	0	$ -
A.9.5	Mixed Debris - NOT segregated, reduced or compacted. ROW to final disposal site	Ton	$89.00	0	$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.1 THROUGH A.9.5				**$**	**1,513,950.00**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.10	**HAZARDOUS STUMP SERVICES** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. **Stumps that have 50% or more of the root ball exposed.** Work includes extraction, transport, disposal and filling the root-ball hole, unless grinding the stump in place is less costly.				
A.10.1	Stump diameter > 24" to < 36"	Each	$395.00	10	$ 3,950.00
A.10.2	Stump diameter > 36" to < 48"	Each	$595.00	5	$ 2,975.00
A.10.3	Stump diameter 49" +	Each	$695.00	5	$ 3,475.00
A.11	**HAZARDOUS STUMP SERVICES** - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. **Stumps that have less than 50% of the root ball exposed.** Work includes flush cut at ground level and dispose of the cut portion. Grinding any residual stump is not allowed. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be collected, processed and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal".				
A.11.1	Stump diameter > 24" to < 36"	Each	$245.00	10	$ 2,450.00
A.11.2	Stump diameter > 36" to < 48"	Each	$295.00	5	$ 1,475.00
A.11.3	Stump diameter 49" +	Each	$350.00	5	$ 1,750.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.10 THROUGH A.11.3				**$**	**16,075.00**
A.12	**HAZARDOUS BROKEN LIMBS/ BRANCHES (HANGER)** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary to remove all eligible broken limbs/branches. Broken Limb/Branch will be will be collected, processed and disposed of under the terms and conditions described in "ROW Vegetative Debris Removal"				
A.12.1	Broken Limb/Branch (Hanger)	Per Tree	$129.00	25	$ 3,225.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.12.1				**$**	**3,225.00**
A.13	**HAZARDOUS TREE REMOVAL** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Disposal in accordance with scope of services, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal"				
A.13.1	Eligible Tree **with 50% or more** of the root-ball exposed - Trees require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$1,995.00	10	$ 19,950.00
A.13.2	Eligible Tree **with 50% or more** of the root-ball exposed - Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$495.00	10	$ 4,950.00
A.13.3	Eligible Tree **with less than 50%** of the root-ball exposed - Trees require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW) - Flush cut the tree at ground level and cut portion disposed.	Per Tree	$795.00	10	$ 7,950.00
A.13.4	Eligible Tree **with less than 50%** of the root-ball exposed - Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders) - Removal of tree and root-ball and filling the root-ball hole.	Per Tree	$395.00	10	$ 3,950.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.13.1 THROUGH A.13.4				**$**	**36,800.00**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.14	**WHITE GOODS -** in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site.				
A.14.1	White Goods - Containing Refrigerant - Recovery and Decontamination required.	Each	$98.00	15	$ 1,470.00
A.14.2	White Goods - NON-Refrigerant containing items	Each	$78.00	15	$ 1,170.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.14.1 THROUGH A.14.2				**$**	**2,640.00**
A.15	**HOUSEHOLD HAZARDOUS WASTE -** As directed by the City - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection, removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill.	Per Pound	$8.98	0	$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.15				**$**	-

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM CEILING UNIT PRICE	EVALUATION SCENARIO Quantity	EVALUATION SCENARIO EXTEND PRICE
A.16	**ELECTRONIC WASTE (a/k/a eWaste)** - As directed by the City - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs and all other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility.	Per Unit	$49.00	25	$ 1,225.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.16				**$**	**1,225.00**
A.17	ABANDONED VEHICLE AND VESSELS - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of all labor, equipment, fuel, traffic control costs, permits and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles Vessels in areas identified and approved by the City.				
A.17.1	Passenger Vehicles	Per Unit	$250.00	3	$ 750.00
A.17.1	Single Axle Trucks	Per Unit	$250.00	2	$ 500.00
A.17.2	Dual Axle Trucks	Per Unit	$350.00	2	$ 700.00
A.17.4	Vessels from land	Per Lineal Foot	$75.00	50	$ 3,750.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.17.1 THROUGH A.17.4				**$**	**5,700.00**
A.18	**DEAD ANIMAL CARACASSES** - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of collection, processing, transporting and legal disposeal of dead animal carcasses including, but not limited, to dead livestock, poultry and large animals, in any permissible manner consistent with federal, state and local laws and regulations.	Per Pound	$0.98	100	$ 98.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.18					**$ 98.00**
A.19	**SPECIALTY REMOVAL** - in Public ROW, City Facility or City Park - The CONTRACTOR shall furnish services in strict accordance with FEMA FP 104-009-2 Public Assistance Program and Policy Guide, January 2016 or current edition. Work shall consist of collection, required processing, permits as may be necessary for service and or disposal, tranportation and legal disposal.				
A.19.1	SAND/SOIL - Includes pick-up, screening at DMS, and transporting of screened sand/soil and off loading or disposal at location within 10 miles of 65 Stone Street, Cocoa, FL 32922.	Cubic Yard	$17.75	50	$ 887.50
A.19.2	DEBRIS LADEN SAND/MUCK/DIRT/ROCK FROM SCREENING OPERATIONS - Includes loading, transporting and off loading or disposal at location within 10 miles of 65 Stone Street, Cocoa, FL 32922.	Cubic Yard	$13.45	18	$ 242.10
A.19.3	PUTRESCENT DEBRIS - Included loading, transporting and legal disposal of debris	Cubic Yard	$20.00	15	$ 300.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.19.1 THROUGH A.19.3					**$ 1,429.60**

CATEGORY B: EQUIPMENT & LABOR - This schedule shall be utilized in Emergency Road Clearance, storm water/ wastewater appurtenance cleaning, and other miscellaneous services. Compensation for services will be based on the below maximum unit price proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees, fuel, insurance and all other incidental fees to complete the services.

NOTES:

1) Labor rates will be used in conjuction with equipment rates when an operator is necessary. The operators to be experience and certified (if required) as necessary to operate the equipment.
2) All labor related line items are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates.
3) The type of use for the first 70 working hour will be considered as the actual number of hours worked.
4) The type of use after the initial 70 working hours will be based on a maximum ceiling total price, including materials at the Contractor's cost, to complete a task order. Contractor exceeding the maximum ceiling total price will do so at their own risk.

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.1	Air Compressor	8010	41 CFM	to 10	Hoses included.	Hour	$16.63
B.2	Air Compressor	8011	103 CFM	to 30	Hoses included.	Hour	$21.00
B.3	Air Compressor	8012	130 CFM	to 50	Hoses included.	Hour	$27.30
B.4	Board, Arrow	8050		to 8	Trailer Mounted.	Hour	$22.58
B.5	Board, Message	8051		to 5	Trailer Mounted.	Hour	$69.48
B.6	Chainsaw	8187	Bar Length 20"	20 in	3.0 cu in	Hour	$8.00
B.7	Chainsaw	8188	Bar Length 20"	20 in	5.0 cu in	Hour	$8.00
B.8	Cutter, Brush	8195	Cutter Size	8 ft	to 150	Hour	$32.00
B.9	Cutter, Brush	8196	Cutter Size	8 ft	to 190	Hour	$35.00
B.10	Cutter, Brush	8197	Cutter Size	10 ft	to 245	Hour	$45.00
B.11	Chipper, Brush	8202	Chipping Capacity 12 in	to 100	Trailer Mounted.	Hour	$81.38

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.12	Chipper, Brush	8203	Chipping Capacity 15 in	to 125	Trailer Mounted.	Hour	$86.63
B.13	Chipper, Brush	8204	Chipping Capacity 18 in	to 200	Trailer Mounted.	Hour	$93.63
B.14	Loader - Tractor - Knuckleboom	8208		to 173	Model Barko 595 ML	Hour	$149.00
B.15	Dozer, Crawler	8250		to 75		Hour	$121.63
B.16	Dozer, Crawler	8251		to 105		Hour	$131.43
B.17	Dozer, Crawler	8252		to 160		Hour	$147.35
B.18	Dozer, Wheel	8260		to 300		Hour	$175.00
B.19	Excavator, Hydraulic	8282	Bucket Capacity 1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	Hour	$168.00
B.20	Excavator, Hydraulic	8283	Bucket Capacity 2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	Hour	$184.00
B.21	Excavator	8287	2007 Model Gradall XL3100 III	184		Hour	$175.00
B.22	Excavator	8288	2003 Model Gradall XL4100 III	238		Hour	$181.00
B.23	Loader, Crawler	8382	Buck Capacity 2 CY	to 118	Includes bucket.	Hour	$146.43
B.24	Loader, Crawler	8383	Bucket Capacity 3 CY	to 178	Includes bucket.	Hour	$162.35

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.25	Loader, Wheel	8392	2 CY	to 105	Includes bucket.	Hour	$118.00
B.26	Loader, Wheel	8393	3 CY	to 152	Includes bucket.	Hour	$139.00
B.27	Loader, Wheel	8394	4 CY	to 200	Includes bucket.	Hour	$149.00
B.28	Crane	8502	Maximum Lifting Capacity 50 MT	to 200		Hour	$285.00
B.29	Loader, Skid-Steer	8541	Operating Capacity 2000 Lbs	to 65		Hour	$85.00
B.30	Loader, Skid-Steer	8542	Operating Capacity 3000 Lbs	to 85		Hour	$98.00
B.31	Loader-Backhoe, Wheel	8572	Bucket Capacity 1.5 CY	to 95	Loader and Backhoe Buckets included.	Hour	$118.00
B.32	Loader-Backhoe, Wheel	8573	Bucket Capacity 1.75 CY	to 115	Loader and Backhoe Buckets included.	Hour	$129.00
B.33	Stump Grinder	8628	1988 Vermeer SC-112	102		Hour	$63.00
B.34	Stump Grinder	8629	24" Grinding Wheel	110		Hour	$76.00
B.35	Cleaner, Sewer/Catch Basin	8712	Hopper Capacity 5 CY		Truck Mounted.	Hour	$185.00

ITEM NO.	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.36	Cleaner, Sewer/Catch Basin	8713	Hopper Capacity 14 CY		Truck Mounted.	Hour	$212.00
B.37	Truck, Vacuum	8717	60,000 GVW	400		Hour	$212.00
B.38	Truck, Dump	8725	14 CY	to 400		Hour	$72.00
B.39	Truck, Dump	8723	18 CY	to 400		Hour	$78.00
B.40	Mobile Command Center	8849	43'x8.5' x 13.5'H with self 30kw Generator	43		Hour	$58.00
B.41	Self Loading Prentice Truck 25 total yard dump body					Hour	$178.00
B.42	210 Prentice Loader					Hour	$149.00
B.43	Trash Transfer Trailers - 100 yard with tractor					Hour	$138.00
B.44	Equipment Transports with tractor, trailer					Hour	$103.00
B.45	Fuel Dispensing Equipment for fueling vehicles and equipment.					Hour	$106.00
B.46	Fuel Cell, Portable on Trailer, 500 gallon					Hour	$28.00
B.47	Additional Equipment not listed above but necessary for sucessful initial push and shove services:						
B.47.1							
B.47.2							
B.47.3							
B.47.4							
B.47.5							

The below unit prices are related to miscellaneous crew or labor service:

ITEM NO.	DESCRIPTION	UOM	MAXIMUM CEILING HOURLY RATE
B.48	Field Supervisor with transportation and cell phone	Hour	$75.00
B.49	Heavy Equipoment Operator	Hour	$46.00
B.50	Tool Operator (Chainsaw, Chipper)	Hour	$44.00
B.51	Labor with small tools	Hour	$39.00
B.52	Tree Climber w/chainsaw and gear	Hour	$46.00
B.53	Security Personnel with transportation and communication equipment	Hour	$48.00
B.54	Flagger for traffic control	Hour	$39.00
B.55	Canteen Staff	Hour	$42.00
B.56	Canteen Supervisor with transportation	Hour	$68.00
B.57	Janitorial Laborer	Hour	$32.00

CATEGORY C: EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within six (6) hours following a disaster event, as directed by the City if required. The "essential" generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an as required basis. In some instances the "essential" generators may not be necessary, which may result in the City returning them to the CONTRACTOR.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8-16 hours per day; and 3) 24 hours/7 days per week.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	MAXIMUM CEILING RATE ONE WAY TRANSPOR-TATION	STAND-BY USAGE MAXIMUM CEILING UNIT PRICE			8 - 16 HOURS PER DAY MAXIMUM CEILING UNIT PRICE			24 HOURS/7 DAY DAILY MAXIMUM CEILING UNIT PRICE		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Daily	Weekly	Monthly
C.1	Generator Rating: 500 KW 3 phase, 480 volt, trailer mounted, must be hardwired.	$ 6,337.00	$1,321.60	$9,251.20	$39,648.00	$4,245.79	$29,720.53	$127,373.70	$6,337.00	$44,359.00	$190,110.00
C.2	Generator Rating: 480 KW 3 phase, 480 volt, trailer mounted, must be hardwired.	$ 6,210.26	$1,295.17	$1,295.17	$38,855.03	$4,160.87	$29,126.12	$124,826.23	$6,210.26	$43,471.82	$186,307.80
C.3	Generator Rating: 500 KW 3 phase, 120/240 volt, trailer mounted, 25' pigtail	$ 350.00	$1,321.60	$1,321.60	$39,648.00	$1,242.93	$952.00	$2,366.00	$1,864.40	$1,428.00	$3,549.00
C.4	Generator Rating: 250 KW 3 phase, 240/480 volt, trailer mounted, must be hardwired.	$ 3,335.26	$695.58	$695.58	$20,867.37	$2,234.63	$15,642.38	$67,038.79	$3,335.26	$23,346.84	$100,057.89
C.5	Generator Rating: Portable, 10 KW, 110V, Pigtail connection	$ 10.00	$231.00	$231.00	$1,372.00	$231.00	$651.00	$1,372.00	$346.50	$976.50	$2,058.00

CATEGORY D: SATELLITE COMMUNICATIONS - The CONTRACTOR shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM		WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
D.1	Rental of Equipment – Capability of calling nationwide from Florida – no additional roaming or long distance charges	Per Unit		$995.00	$3,482.50
D.2	Per Minute Charge for Usage	Per Minute		$2.98	

CATEGORY E: TEMPORARY SANITARY/HOUSING FACILITIES - The CONTRACTOR shall furnish temporary sanitary facilities on a rental basis and service for maintenance. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
E.1	Portable Toilet Units	$22.00	$154.00	$385.00	$75.00
E.2	Portable Toilet Units (ADA accessible)	$27.00	$189.00	$472.50	$75.00
E.3	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	$28.00	$196.00	$490.00	$75.00
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	$39.00	$273.00	$682.50	$75.00
ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE

E.5	Shower/Rest Room Container Unit or Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned.	$575.00	$4,025.00	$10,062.50	$200.00
E.6	Shower Unit, Single, ADA accessib	$315.00	$2,205.00	$5,512.50	$75.00
E.7	Bunk House, Climate Controlled, minimum 6 people	$590.00	$4,130.00	$10,325.00	
E.8	Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	$625.00	$4,375.00	$10,937.50	

DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS REQUIRING ELECTRIC OR GENERATORS:

Typically sanitary and housing units are rented weekly or monthly.

CATEGORY F: REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY - The CONTRACTOR shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Category B.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
F.1	Refrigeration Containers - 1 temperature setting (refrigerate or freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	40' Cubic Volume 2,083.5		$2,850.00	$11,400.00

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
F.2	Refrigeration Containers - Dual temperature settings (refrigerate and freeze)	40' Cubic Volume		$3,200.00	$12,800.00

F.2	Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	Volume 2,083.5		$3,200.00	$12,800.00
F.3	Reefer Container - normally a tractor trailer, fuel powered Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	40' Cubic Volume 2,083.5		$3,200.00	$12,800.00
F.4	Bagged Ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE PER BAG Indicate # pounds per bag and #bags per pallet	7 lb bag 285 bags per Pallet Freight at Cost	$9.95		

DESCRIBE THE ELECTRICAL AND GENERATOR CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:
N/A

CATEGORY G: POTABLE WATER TRUCK AND DRINKING WATER - The CONTRACTOR shall furnish POTABLE WATER TRUCK equipment on a rental basis, maintenance and repair and bottled water. Labor for refilling trucks shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
G.1	Potable Water Tank State the minimum gallon capacity of unt proposed	2,000 Gallon	$98.00	$686.00	$2,940.00
				MAXIMUM CEILING UNIT PRICE	
G.2	Refilling of Potable Water Tanks - PRICE PER GALLON			$1.95	
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle State the minimum ounce per bottle and number of bottles per pallet	16.9 Oz 1,728 Bottles - Freight at Cost		$1.12	

DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.

N/A

CATEGORY H: MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The CONTRACTOR shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION		DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
H.1	Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		$72.00	$2,880.00	$11,520.00
H.2	Mechanic/Technician/ Price per man hour		$55.00	$2,200.00	$8,800.00
	Mobile Mechanic with truck and tools		$91.00	$3,640.00	$14,560.00
H.3	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			

DESCRIBE THE MOBILE FLEET UNIT PROPOSED:

N/A

CATEGORY I: TEMPORARY SIGNAGE & TRAFFIC CONTROL - The CONTRACTOR shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
I.1	Safety Cade Type II Barricades with flashing lights inclusive of maintenance and battery replacement	each	$63.00	$217.00	$759.50
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	each	$14.00	$35.00	$70.00

I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each	$35.00	$84.00	$350.00
I.4	A-Frame stands for 36" signs	each	$18.20	$49.00	$140.00

CATEGORY J: CANTEEN, TENTS, FURNISHINGS - The CONTRACTOR shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
J.1	Canopy, pole type or pop up without sides, 10' x 10'	each	$32.00	$160.00	$400.00
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each	$232.00	$1,160.00	$2,900.00
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each	$520.00	$2,600.00	$6,500.00
J.4	Tent, pole type or pop up with sides, 15 x 15	each	$280.00	$1,400.00	$3,500.00
J.5	Tent, pole type or pop up with sides, 20 x 20	each	$472.00	$2,360.00	$5,900.00
J.6	Tent, pole type or pop up with sides, 20 x 40	each	$1,085.37	$5,426.85	$13,567.13
ITEM NO.	**EQUIPMENT/LABOR DESCRIPTION**	**UOM**	**DAILY MAXIMUM CEILING UNIT PRICE**	**WEEKLY MAXIMUM CEILING UNIT PRICE**	**MONTHLY MAXIMUM CEILING UNIT PRICE**
J.7	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit	$8,397.00	$8,397.00	$20,992.50
J.8	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit	$10,847.00	$10,847.00	$27,117.50

J.9	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit	$12,175.65	$12,175.65	$32,538.38
J.10	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit	$15,728.15	$15,728.15	$42,032.13
J.11	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each	$5,800.00	$5,800.00	$23,200.00
J.12	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each	$5,200.00	$5,200.00	$20,800.00

DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:
N/A

CATEGORY K: PORTABLE LIGHTING - The CONTRACTOR shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services.

ITEM NO.	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
K.1	Portable Power Light Towers with the following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 – 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the lights	EACH	$1,190.40	$1,488.00	$5,952.00

DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT
N/A

CATEGORY L: PERCENTAGE DISCOUNT FROM RETAIL/LIST MATERIALS COST. The CONTRACTOR shall discount supplies/materials as outlined herein. Supporting documentation will be required when requesting payment.

L.1	Lumber and related supplies (Primary use for emergency dry-in of facilities.	ENTER Discount % Amount ➢	0%	
L.2	Fencing materials and related supplies.	ENTER Discount % Amount ➢	0%	

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: **Storm Water**
Bid / RFP / RFQ #: RFP # 21-15-COC Disaster Debris Removal Management Services and Ancillary Preparation Recovery Services	Project #
Awarded To: Ceres Environmental Services, Inc. **(Tier 2)**	Scope of Work or Services: Provide emergency debris removal services and other ancillary preparation and recovery services.
Address / City / State / Zip: 6968 Professional Parkway, Sarasota, FL 34240	**Phone / Fax #'s:** P: 800-218-4424 F: 866-228-5636 E: dawn.brown@ceresenv.com
Purchase / Contract Amount: TBD – Event Driven	Date of Award Notification: May 20, 2021
Title / Position (Print) David A. McIntyre / President	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Public Works

From: Heath Hancher, Purchasing & Contracts Manager

Date: May 19, 2021

Re: **RFP # 21-15-COC – Disaster Debris Removal Management Services**

Bids for the subject offering were opened on **April 16, 2021** at 3:00 p.m. Purchasing published **(32)** invitations and notifications to bid, **(00)** supplemental suppliers and received **(06)** responses from **(28)** plan holders for this bid. Of the **(06) respondents** the following were found to be:

THE RESPONDENTS FOR THIS RFP ARE AS FOLLOWS:

1. **Crowder Gulf Joint Venture, Inc.**
2. **Ceres Environmental Services, Inc.**
3. D&J Enterprises, Inc.
4. Grubbs Emergency Services, LLC
5. Southern Disaster Recovery, LLC
6. TFR Enterprises, Inc.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals, please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:

  - Copy of Approved City Clerk's Journal and Agenda
  - Bid Tabulation Sheet
  - Form of agreement
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

BID OPENING - SIGN IN SHEET

RFP NAME: Disaster Debris Removal Management Services (FINAL SCORING)

BID NUMBER: 21-15-COC **DATE/TIME: 5/18/2021 11:00AM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org
CITY OF COCOA	Christine Savage	321-433-8775	csavage@cocoafl.org
City of Cocoa	Anthony Hagan	321-433-8684	ahagan@cocoafl.org /
City of Cocoa	Abby Morgan	321-433-8910	amorgan@cocoafl.org / AM
CITY OF COCOA	CHRIS COULTER	321-433-8825	CCoulter@cocoafl.org

BID OPENING - SIGN IN SHEET

Weighted Decision Matrix (RFP-21-15-COC)													
Criteria	Weighting	Respondents											
		Ceres		CrowderGulf		D&J		Grubbs		Southern Disaster		TFR	
		Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
Qualifications & Experience	0.25	4	1	4	1	4	1	4	1	4	1	4	1
Similar Projects/References	0.15	5	0.75	5	0.75	4	0.6	4	0.6	5	0.75	5	0.75
Project Approach	0.35	4	1.4	5	1.75	3	1.05	3	1.05	4	1.4	4	1.4
Price Proposal/Fee Schedule	0.25	4	1	5	1.25	1	0.25	1	0.25	4	1	3	0.75
Required Forms	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1.00		4.15		4.75		2.9		2.9		4.15		3.9

Scoring Values	
Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
Respondent has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the City.	3
Respondent has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the City.	4
Respondent has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Offeror's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the City.	5

RFP-21-15-COC Weighted Decision Matrix - Chris Collier (5/18/21)													
Criteria	Weighting	Respondents											
		Ceres		CrowderGulf		D&J		Grubbs		Southern Disaster		TFR	
		Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
Qualifications & Experience	0.25	5	1.25	5	1.25	5	1.25	5	1.25	5	1.25	5	1.25
Similar Projects/References	0.15	5	0.75	5	0.75	5	0.75	4	0.6	5	0.75	5	0.75
Project Approach	0.35	5	1.75	5	1.75	3	1.05	4	1.4	4	1.4	4	1.4
Price Proposal/Fee Schedule	0.25	4.173	1.04325	4.28	1.07	3.55	0.8875	2.33	0.5825	4.58	1.145	3.49	0.8725
Required Forms	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1.00		4.79325		4.82		3.9375		3.8325		4.545		4.2725
Rank	1 to 6		2		1		5		6		3		4

Scoring Values Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
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Weighted Decision Matrix (RFP-21-15-COC)

Criteria	Weighting	Respondents											
		Ceres		CrowderGulf		D&J		Grubbs		Southern Disaster		TFR	
		Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
Qualifications & Experience	0.25	18	.75 4.5	~~22~~	1 5.5	25	~~1.25 6.25~~	20	1 ~~5~~	25	~~1.25 6.25~~	25	~~1.25 6.25~~
Similar Projects/References	0.15	15	.75 2.25	15	.75 2.25	.45 10	1.5	.3 7	1.05	10	.45 1.5	10	.45 1.5
Project Approach	0.35	30	1.4 ~~10.5~~	30	~~1.4 10.5~~	32	~~1.4 11.2~~	30	~~1.4 10.5~~	30	~~1.4 10.5~~	28	~~1.4 9.8~~
Price Proposal/Fee Schedule	0.25	25	~~1.25 6.25~~	25	~~1.25 6.25~~	25	~~1.25 6.25~~	25	~~1.25 6.25~~	25	~~1.25 6.25~~	25	~~1.25 6.25~~
Required Forms	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Info	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1.00		23.5		24.5		25.2		22.8		24.5		23.8
			4.15		4.4		4.35		3.95		4.35		4

Scoring Values	
Description	Value
Respondent did not provide a description of how the City's needs would be met.	1
Respondent has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the City will be met.	2
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Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: D&J Enterprises, Inc.
Address: 3495 Lee Rd. 10
City: Auburn, AL 36832

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	25
B	Similar Projects/References	15	10
C	Project Approach	35	32
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	92

Evaluator: [signature] / Anthony Hagan Date 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: CrowderGulf Joint Venture, Inc.
Address: 5629 Commerce Blvd. East
City: Mobile, AL 36619

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	22
B	Similar Projects/References	15	15
C	Project Approach	35	30
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	92

Evaluator: Anthony Hagan

Date 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: Southern Disaster Recovery, LLC
Address: 390 North Orange Avenue Suite 2300
City: Orlando, FL 32801

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	25
B	Similar Projects/References	15	10
C	Project Approach	35	30
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	90

Evaluator: /Anthony Hagan Date 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: TFR Enterprises, Inc.
Address: 601 Leander Drive
City: Leander, TX 78641

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	25
B	Similar Projects/References	15	10
C	Project Approach	35	28
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	88

Evaluator: /Anthony Hagan Date 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: Ceres Environmental Services, Inc.
Address: 6968 Professional Parkway East
City: Sarasota, FL 34240

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	18
B	Similar Projects/References	15	15
C	Project Approach	35	30
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	Total		88
	*If the forms are not executed properly, the submission is deemed "non-responsive"		

Evaluator: [signature] / Anthony Hagan **Date** 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services **RFP - Final Evaluation**
RFP-21-15-COC

Contractor Name: Grubbs Emergency Services, LLC
Address: 13365 W Hillsborough Ave.
City: Tampa, FL 33635

Evaluation Criteria

Tab Assignment	Category	Maximum Points (100 pts)	Score
A	Firm's Qualifications and Experience	25	20
B	Similar Projects/References	15	7
C	Project Approach	35	30
D	Price Proposal/Fee Schedule	25	25
E	RFP Solicitation Response Required Forms*	0	0
F	Additional Information	0	0
	*If the forms are not executed properly, the submission is deemed "non-responsive"	Total	82

Evaluator: [signature] / Anthony Hagan Date 5/3/21

Disaster Debris Removal Management Services and Ancillary Preparation/Recovery Services
RFP-21-15-COC Contractor Score Sheet

Selection Committee Member	Ceres Environmental Services, Inc.	CrowderGulf Joint Venture , Inc.	D&J Enterprises, Inc.	Grubbs Emergency Services, LLC	Southern Disaster Recovery, LLC	TFR Enterprises, Inc.
Chris Collier	4.79	4.82	3.94	3.83	4.55	4.27
Anthony Hagan	4.15	4.4	4.35	3.95	4.35	4.00
Abby Morgan	4.15	4.75	2.90	2.90	4.15	3.90
Total	-	-	-	-	-	-
Average Score	4.36	4.66	3.73	3.56	4.35	4.06

A. Morgan Chris 5/18/21

Legislation Details (With Text)

File #:	21-438	**Version:**	2	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Consideration of 2nd reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 09-2021 Rezoning Gem Industries Brevard IU to M1.pdf Location Map - Rezone.pdf Legal Ad Proof - Rezone - Gem Industries.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2021
Agenda Date: June 22, 2021
Prepared By: Alix Bernard, Senior Planner
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Consideration of 2nd reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A.

BACKGROUND:

The applicant is requesting to amend the Zoning Map designation of a single parcel, addressed as 4050 W. King Street. The property was recently annexed into the City on October 14, 2020 and a City of Cocoa Industrial Future Land Use designation of Industrial was approved on March 9, 2021.

The provisions of the current Brevard County IU zoning district were established to provide areas in which the principal use of land is for manufacturing, assembling and fabrication, and for warehousing. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation routes.

The provisions of the City's M-1 district are intended to apply to an area located in close proximity to transportation facilities and which can serve the industrial and related functions of the city and region.

Restrictions therein are intended to minimize adverse influences of the industrial activities on nearby nonindustrial areas and to eliminate unnecessary industrial traffic through nonindustrial areas.

The two zoning districts are very similar in their intent and are reflective of the previous use of the property as a fencing contractor as well as the applicant's intended use as office space for their existing industrial business on the adjacent parcel to the north of the subject property.

Future Land Use Designation: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: M-1 (Light Industrial and Warehousing)

Existing Land Use: Commercial building

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	(County) PIP	Gem Industries (industrial use)
South	(County) Community Commercial	(County) BU-1	SR520 and Vacant Land
East	(County) Community Commercial	(County) IU	Warehouse use and stormwater pond
West	(County) Community Commercial	(County) TU-2	Vacant Land

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The proposed rezoning for the subject parcel is nearly identical to the existing Brevard County zoning classification and is not contrary to the established land use pattern in the area. The land use pattern along the northern side of W. King Street, in the general vicinity of the subject parcel, consists of commercial, retail, and light industrial-type uses. Parts of this section of the north side of W. King Street are located in Brevard County. Lands located to the west and south of the subject parcel, on the south side of W. King Street, are vacant parcels. The parcels to the north and east of the subject parcel consist of industrial and warehouse uses as well as a stormwater pond at the intersection of W. King Street and Cox Rd.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

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Staff Finding: The proposed change would continue the existing land use pattern as described in (a) above and, therefore, would not create an isolated district unrelated to the adjacent and nearby districts.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed zoning district does not include residential use, therefore the proposed change will not alter the population density pattern.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The boundaries are logically drawn in relation to the existing uses in the area.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The FLUM designation for the subject parcel is Industrial which is consistent with the following Future Land Use Element of the Comprehensive Plan:

> Policy 1.1.2.10: Industrial (IND). Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.
>
> A. Industrial areas shall also serve as an area to locate businesses with principal uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.
>
> B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.
>
> C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two-lane arterial.
>
> D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The subject property is seeking to apply a City zoning district designation as a result of the recent annexation of the parcel into the City of Cocoa.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The subject parcel is located on SR520 in an area of primarily commercial and light industrial uses. Nearby residential areas are located off of SR520. The proposed rezoning would not adversely influence living conditions in the immediate area.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As stated above, very similar uses with similar traffic-generating characteristics are already permitted in the existing Brevard County IU, Light Industrial, zoning district.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction on the subject property will be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. The City Code does have reduced setbacks in comparison to the County generally as follows: Front yard setback- 40 feet/20 feet; Side yard setback - 15 feet/0 feet; Rear Setback - 25 feet/20 feet. However, given the fact that the applicant owns the property to the north and only one other developed parcel borders the property (currently also used for warehousing and distribution), the reduced setbacks are not expected to seriously reduce light and air to adjacent areas. A stormwater pond and vacant property also border the subject property on the east and west.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will not alter existing conditions.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the adjacent property would be very similar to development of the subject property owing to the similar characteristics of the Brevard County IU and City of Cocoa M-1 zoning district regulations.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The property has been annexed into the City of Cocoa and must have a City of Cocoa zoning district designation in order for any development of the property to occur.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning is not out of scale with the needs of the area.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The property owner is not seeking to apply a new use to the property but rather to provide a City zoning to the property.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan as further discussed in criteria “e” above.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On June 2, 2021 The Planning and Zoning Board recommended approval of this item.

June 8, 2021, City Council approved the 1st reading of Ord. 09-2021.

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

ORDINANCE NO. 09-2021

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

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County IU (Light Industrial) to M-1 (Light Industrial and

Warehouse District) for the real property depicted and legally described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

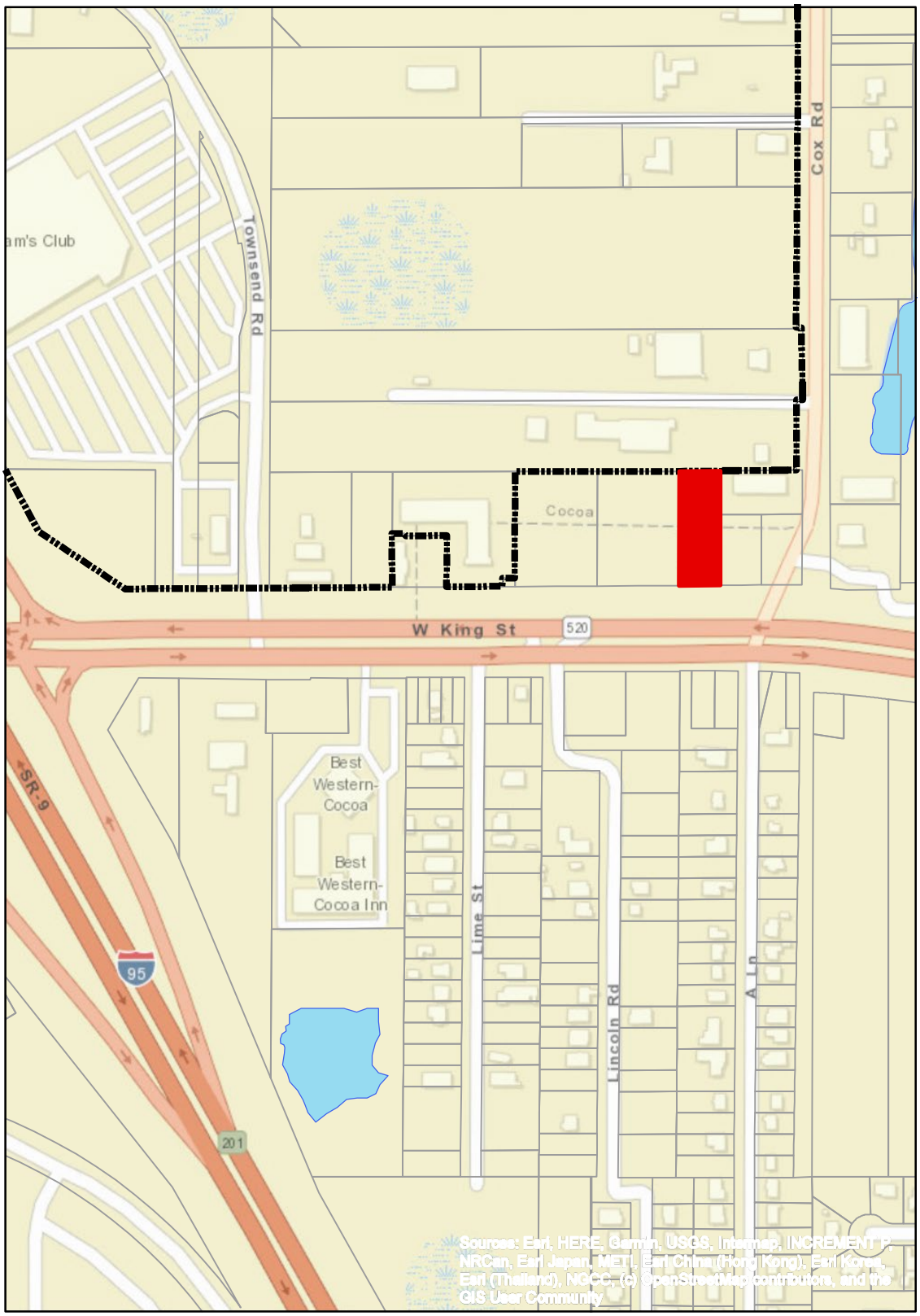
EXHIBIT A

Legal Description of Real Property

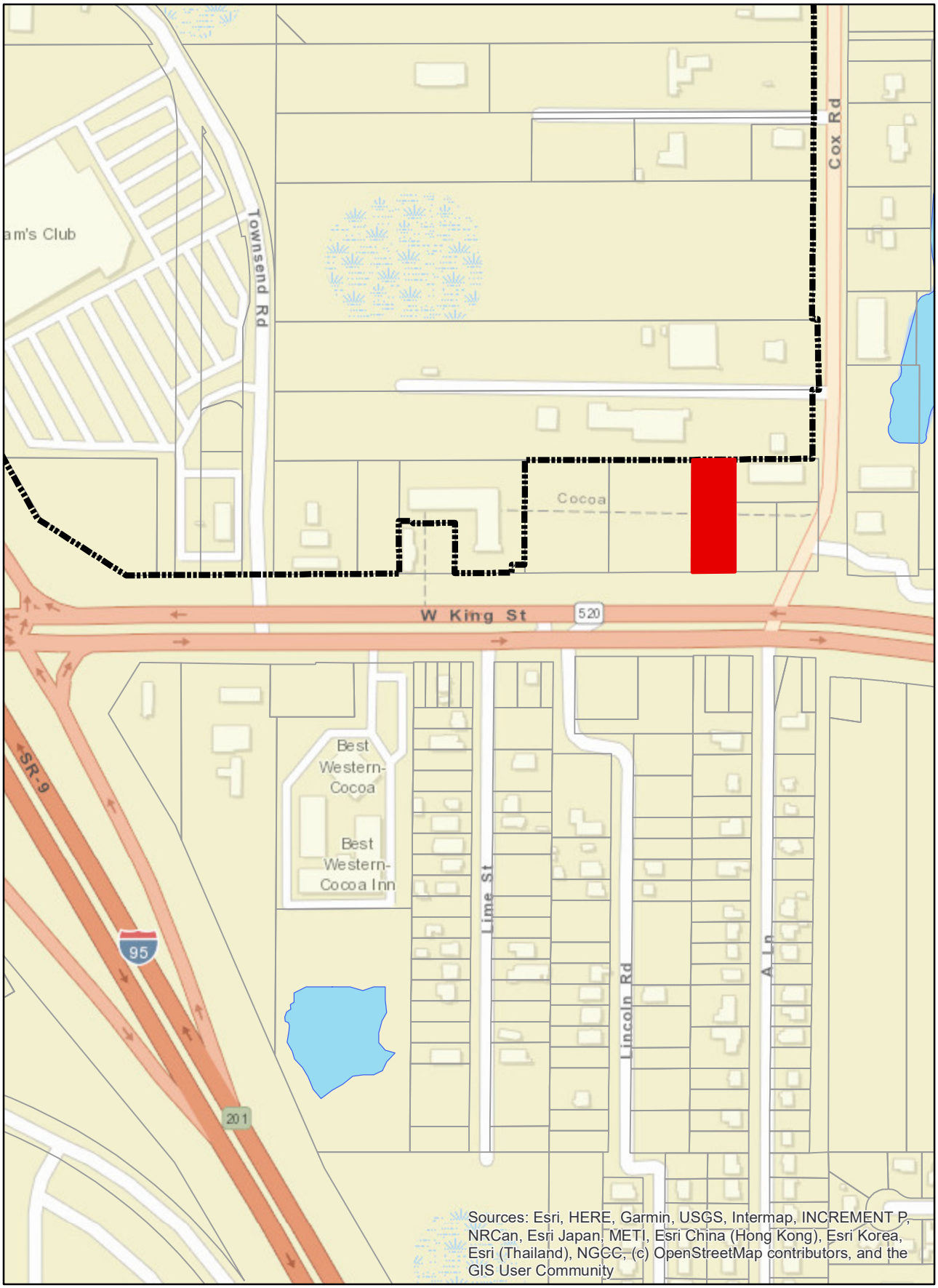
A parcel of land lying in the South ½ of the South 1/2 of the SE¼ of the SE¼ of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, said parcel is bonded on the North by the lands descried in Official Records **Book** 7971 at Page 1279, bounded on the South by KING STREET (STATE ROAD 520), bounded on the West by Official Records Book3162 at Page 4879, bounded on the East by Official Records Book 6114 at Page 2685 and bounded on the East (also) by Official Records Book 5904 at Page 2647, all of the Public Records of Brevard County, the same being more particularly as follows:

TO WIT

Begin at the Northwest corner of the lands described in the aforesaid Official Records Book 6114 at Page 2685, the same point lies on the South line of the lands described in Official Records Book 7971 at Page 1279; thence run S 89'27'49" W along the South line thereof for 99.96 feet to the Northeast corner of the lands described in Official Records Book 3162 at Page 4879; thence run S 00'00'02"W along the East line thereof for 267.70 feet to a point on the North right of way line of KING STREET (STATE ROAD 520); thence run S 89'55'02" E along the North line thereof for 100.03 feet to the Southwest corner of the lands described in Official Records Book 5904 at Page 2647; thence run N 00'01'51" W along the West line thereof for 165.78 feet to the Southwest corner of the lands described in Official Records Book 6114 at Page 2686; thence run N 00'01'51" W along the West line thereof for 103.00 feet to the Point of Beginning


Townsend Rd
Cox Rd
Cocoa
W King St
520
Best Western-Cocoa
Best Western-Cocoa Inn
SR-9
95
201
Lime St
Lincoln Rd
A Ln
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

4050 W. King Street (SR520)



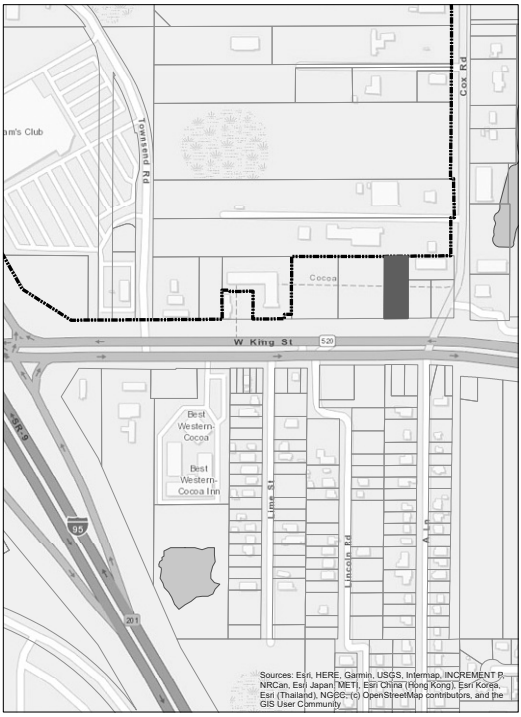
CITY OF COCOA
NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING REZONING ORDINANCE,
INITIATED BY APPLICANT GEM INDUSTRIES, INC.:**

Ordinance No. 09-2021

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

4050 W. King Street (SR520)



**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
WILL HEAR THESE ITEMS ON:**

JUNE 2, 2021

CITY COUNCIL WILL CONSIDER THESE ITEMS ON:

JUNE 8, 2021 AND JUNE 22, 2021

**ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

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

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

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council should be submitted to Ms. Selig via email or mail at least three (3) days prior to the hearing.

FT-GCI0650589-01

Legislation Details (With Text)

File #:	21-436	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Consider the Appointment of one of the following applicants as a member of the Cocoa Community Redevelopment Agency, through April, 2022: Dick Bankhead; Aleck Greenwood; or Candace Rogers. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bankhead, Dick Application.pdf Bankhead Consideration letter.pdf Greenwood, Aleck Application.pdf Greenwood Consideration letter.pdf Rogers, Candace Application.pdf Rogers Consideration letter.pdf Cocoa CRA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2021
Agenda Date: June 22, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of one of the following applicants as a member of the Cocoa Community Redevelopment Agency, through April, 2022: Dick Bankhead; Aleck Greenwood; or Candace Rogers.

BACKGROUND:

The Cocoa CRA currently has one (1) member vacancy, which was created on May 11, 2021, when Ed Lanni formally resigned from the board, effective immediately. Eligibility for CRA membership falls under Florida Statutes, specifically, Section 163.356(3)(b) which states the following:

"Any person may be appointed as a commissioner if he or she resides or engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part."

At the Regular City Council Meeting held on May 25, 2021, it was determined that staff would advertise the vacancy for the Cocoa CRA and provide an application period through June 9, 2021. Three applications were received and they all meet the criteria for Agency membership. They are as follows:

Dick Bankhead: Cocoa resident, Resides in CRA, retired Engineer, Police Chief Selection Committee, and former military
Aleck Greenwood: Cocoa resident, Resides in CRA, current P & Z Board member, former councilmember
Candance Rogers: Cocoa resident, Resides in CRA, Managing Director of Cocoa Village Neighborhood Coalition

Whomever is appointed, will fulfill the unexpired term of Mr. Ed Lanni, which would be through April, 2022.

All of the applications as well as a current roster are attached for your review.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

The City Council appoints and reappoints members to City boards and agencies as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of one of the following applicants as a member of the Cocoa Community Redevelopment Agency, through April, 2022: Dick Bankhead; Aleck Greenwood; or Candace Rogers

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: Dick Bankhead Application Date: 25 May 2021

Street Address, Including Zip Code: 102 Riverside Dr., # 201

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: 253-350-9850

Place of Business: _____

Title/Position Held: V.P. Engineering Weyerhaeuser Corp. (Retired)

Date of Birth[2] 30 June 44

Email Address: dick.bankhead@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.

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

Do you currently serve on any other City of Cocoa board Yes ____ No ✓ ____ Just completed police chief selection
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.

Devoted to Cocoa, people, finances + city government
Registered electrical engineer 2 states
University of Washington Engineering Advisory Board
US Marine captain 4yrs, Viet Nam
Taught 2yrs US Naval Academy, Annapolis
Cocoa High School 62, Go Tigers

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
parcial hearing USMC

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

June 10, 2021

Mr. Dick Bankhead
102 Riverside Drive #201
Cocoa, FL 32922

Dear Mr. Bankhead:

This is to notify you that the Cocoa City Council will consider your reappointment as a member of the Cocoa Community Redevelopment Agenda (Cocoa CRA) on Tuesday, June 22, 2021.

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 E. Shealy, MAA, MMC
City Clerk

RECEIVED
Office of the City Clerk
MAY 14 2021
Time:

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: ALECK GREENWOOD Application Date: 5-14-21

Street Address, Including Zip Code: 640 BREVARD AVE, #201, COCOA, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 X District 2 _____ District 3 _____ District 4 _____

Telephones: Home: (321) 917-3770 Work: (321) 917-3770 Pager: N/A Cell: (321) 917-3770

Place of Business: 640 BREVARD AVE, COCOA, FL 32922

Title/Position Held: OWNER

Date of Birth[2] 6-17-51

Email Address: AGREENWOOD2@CFL.RR.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	X	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	X	No _____
Do you own property or a business in Cocoa?	Yes	X	No _____
Are you registered to vote in Brevard County, Florida?	Yes	X	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 X

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes X No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes X No ___
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No X
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 X

N/A

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.

CURRENT PLANNING ZONING BOARD MEMBER
PAST 2 YRS OF HOLISTIC PAST CITY COUNCIL MEMBER
ELECTED TWICE STATE LICENSED BROKER/REALTOR
OWN COMMERCIAL AND RESIDENTIAL PROPERTIES IN COCOA
DOWNTOWN COMMERCIAL PROPERTY GROUP MEMBER/REPRESENTATIVE

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
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

June 10, 2021

Mr. Aleck Greenwood
640 Brevard Avenue, #201
Cocoa, FL 32922

Dear Mr. Greenwood:

This is to notify you that the Cocoa City Council will consider your reappointment as a member of the Cocoa Community Redevelopment Agenda (Cocoa CRA) on Tuesday, June 22, 2021.

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 E. Shealy, MAA, MMC
City Clerk

RECEIVED
Office of the City Clerk
MAY 12 2021
Time: 09

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: CANDACE ROGERS Application Date: 5-12-2020

Street Address, Including Zip Code: 93 DeLANNOY Ste. 706 Cocoa, FL 32922

Telephones: Home: 321-503-5029 Work: _____ Pager: _____ Cell: _____

Place of Business: RETIRED

Title/Position Held: PRESIDENT

Date of Birth[2] 8-31-'52

Email Address: FLROGERS@GMAIL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board	✓	Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			Utilities Advisory Board

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	
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	✓

[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.

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

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.

See attached

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

I am currently the Managing Director of the Cocoa Village Neighborhood Coalition responsible for creating a private organization of 681 members of Cocoa residents, merchants, property owners and various governmental entities who have an interest in the betterment of the City of Cocoa. Some of our accomplishments have been to facilitate transparency through information, sense of community, promotion of a positive view of Cocoa, and encouragement of engagement with the City and supportive organizations. We re-instituted a peoples debate for all open city wide races, organized meetings to reclaim the Lee Wenner Park, held a town hall meeting to encourage an open waterfront with upgraded docks and facilities, partnered with the HCV Main Street and the City of Cocoa to "Paint The Town" and participated with Keep Brevard Beautiful to remove trash throughout the Village. Additionally, we promoted and encouraged members to engage with the City by applying for city boards and committees. These are but a few of our accomplishments but the greatest has been creating a feeling of community and involvement.

It is my opinion that submitted applicants for this position are credible and worthy of your consideration. Should you select one of the other candidates. I would support that choice and would look forward to working with them for the betterment of the Village and in turn the betterment of the City of Cocoa and its residents.

However, I wish to make the case that I too would be a good candidate for the position. By nature, any project I wish to engage in always demands in-depth research. This was most important in my professional life as clients relied upon my knowledge when making decisions involving product creation, direction, regulation, and oversight. This same trait has been applied when following the major CRA projects that are currently under consideration or in process. My background

supports my desire to serve on this board so I ask that you kindly give my application due consideration.

Kindest regards,

Candace Rogers
93 Delannoy Ave.
321. 305.5029

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

June 10, 2021

Ms. Candace Rogers
93 Delannoy Avenue, Ste. 706
Cocoa, FL 32922

Dear Ms. Rogers:

This is to notify you that the Cocoa City Council will consider your reappointment as a member of the Cocoa Community Redevelopment Agenda (Cocoa CRA) on Tuesday, June 22, 2021.

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 E. Shealy, MAA, MMC
City Clerk

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Mayor Michael C. Blake	207 Blake Avenue Cocoa, FL 32922	474-1758	11/20 Appointed	11/2024
District 1- Deputy Mayor Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2022
District 3- Councilmember Rip Dyal	3807 Parapet Dr. Cocoa, FL 32926	474-4924	11/20 Appointed	11/2024
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2022
District 2- Councilmember Lavander Hearn	1101 Park Dr. Cocoa, FL 32922	474-1189	11/20 Appointed	11/2024
~~Edward A. Lanni~~ **VACANCY**	~~939 N. Indian River Dr., 32922-7531~~ ~~lanniedward@gmail.com~~	~~639-8915~~	~~04/18 Reappointed~~ ~~04/14 Reappointed~~ ~~12/11/12~~ ~~Appointed~~ ~~Resigned to run for District 2~~ ~~3/10 Reappointed~~ ~~2/06 Reappointed~~ ~~3/02 Reappointed~~ ~~11/98 Appointed~~	~~04/2022~~
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	04/2020 Reappointed 08/19 Appointed (fulfilled Stewart's vacancy)	04/2024
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8577		

Legislation Details (With Text)

File #:	21-437	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Consider the Appointment of Dr. Kathleen Rooney-Otero as a member of the Sustainability Advisory Board, through August, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Rooney-Otero, Kathleen Application.pdf Rooney-Otero, Kathleen consideration letter.pdf Sustainability Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2021
Agenda Date: June 22, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Kathleen Rooney-Otero as a member of the Sustainability Advisory Board, through August, 2024.

BACKGROUND:

The Sustainability Advisory Board was established by Resolution No. 2017-137. The Board currently has two openings. The following applicant has expressed a desire to serve as a member on the Board, as follows:

Dr. Kathleen Rooney-Otero is a Cocoa resident and a pediatrician with a background in public health, and she is dedicated to the health and well being of children and the communities in which they live. She feels that serving on this board would be an opportunity to help strengthen and sustainably support her local community by sharing her expertise in health.

Dr. Rooney-Otero currently meets all of the qualifications for serving on a City board. If appointed, her term will be through August, 2024. There would be one vacancy remaining.

A current board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

City Council appoints and reappoints to City boards and agencies as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Dr. Kathleen Rooney-Otero as a member of the Sustainability Advisory Board, through August, 2024

powered by Legistar™

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, May 17, 2021 10:49 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--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	Kathleen
Last Name	Rooney-Otero
Application Date	5/17/2021
Address1	2603 N Indian River Dr
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	305-434-5614
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	1/22/1977
E-mail Address	kmrooney@gmail.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 Board

(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.	My husband and I moved to Cocoa at the start of the COVID pandemic and couldn't be happier living here. I'm a pediatrician with a background in public health dedicated to the health and well being of children and the communities in which they live. Becoming involved on the Sustainability Advisory Board is a wonderful opportunity to help strengthen and sustainably support my local, Cocoa community using my expertise in health. I enjoy and have experience working collaboratively with community partners to move strategically toward goals that include addressing the social determinants of health and improving public health to better create a healthier, sustainable future for all. I serve on the Space Coast Health Foundation's Access Task Force and the Board of Directors for Healthy Start in Brevard County. I have experience working in state government, nonprofits, and health care systems through which I have gained skills in leadership, team work, strategic planning, and technical assistance that would make me a valuable asset to the Board.

(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	Kathleen Rooney-Otero
Date:	5/17/2021
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 10, 2021

Ms. Kathleen Rooney-Otero
2603 N. Indian River Drive
Cocoa, FL 32922

Dear Ms. Rooney-Otero:

This is to notify you that the Cocoa City Council will consider your reappointment as a member of the Sustainability Advisory Board on Tuesday, June 22, 2021.

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 E. Shealy, MAA, MMC
City Clerk

Sustainability Advisory Board (established by Resolution No. 2017-137) Meets on the First Thursday of the Month				
				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	04/13/2021 reappointed 02/27/18 appointed	02/27/2024
VACANCY ~~Kristina Jackson~~ ~~(Fulfilling term of L. Koss)~~	~~205 Westchester Drive~~ ~~Cocoa, FL 32926~~ ~~drpepperfn23@gmail.com~~	~~316-708-5170~~ ~~(home & cell)~~	~~04/27/2021~~ ~~Reappointed~~ ~~11/10/2020~~ ~~Appointed~~ ***Resigned 6/3/21***	~~02/27/2024~~
Joy Rutherford (Fulfilling term of Gisele Nieman) (fulfills 1/3 of members outside of Cocoa)	234 Willard St. Cocoa, FL 32922 (business address) 40 Carib Dr., Merritt Island, FL 32952 joytford@gmail.com	954-549-5574	04/27/2021 Reappointed 11/10/2020 appointed	02/27/2024
Dawn (Paige) Horr (Fulfilling term of Susan Hushla)	5672 Saratoga Lane Cocoa, FL 32926 Paige.horr@live.com	321-302-9498 hm	04/27/2021 reappointed 01/12/2021 appointed	04/24/2024
Marlene Weiss Committee member Vice Chairperson	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	04/13/2021 reappointed 02/27/18 appointed	02/27/2024
Linda Gombert (Fulfilling term of Trina Gilliam)	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	04/27/2021 Reappointed 06/26/19 appointed	04/24/2024
VACANCY ~~Angelique Rinaldi~~ ~~(Fulfilling term of Paul Johnson)~~ ~~(2/3 of members outside of Cocoa)~~	~~806 Switchgrass Island Road~~ ~~Cocoa, FL 32926~~ ~~Angelique.rinaldi@myfloridahouse.gov~~	~~321-615-7397 hm~~	~~06/26/19~~ ~~appointed~~ ***Resigned 4/30/2021***	~~08/14/2021~~
Jonathan Templeton (2/3 of members outside of Cocoa) (fulfilled seat vacated by Robert Musser)	973 Whetstone Place Rockledge, FL 32955 jtempleton@templetonlawpa.com	321-261-5517 hm	04/27/2021 appointed	04/24/2024
Diana Robinson (fulfilled seat vacated by Jo Shim)	1213 Alamanda Lane Cocoa, FL 32922 transformedpublishing@gmail.com	321-208-0039 hm, cell	04/27/2021 appointed	04/24/2024

Ronald Deel (3/3 of members outside of Cocoa) (fulfilled seat vacated by Kaylyn Palmer)	714 Lunar Lake Circle Cocoa, FL 32926 Deelwithit1247@yahoo.com	321-458-1094 hm, wk, cell	04/27/2021 Appointed	02/27/2024
Jennifer Kenny	1917 Quail Ridge Ct., #1901 Cocoa, FL 32926 jken606@yahoo.com	321-277-9385	03/23/2021 appointed	03/23/2024
LIAISON	Councilmember Koss	474-8445	Updated 03/2021	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Christine Kuhn	433-8502	Updated 03/2021	

Legislation Details (With Text)

File #:	21-439	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/10/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Consider the Reappointments of Kimberly Curtis, Sharri Scott, Ed Green, David Lightholder and Lloyd Roberts, as regular members of the Code Enforcement Board, through June 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Curtis Intent to Reapply.pdf Green Intent to Reapply.pdf Lightholder Intent to Reapply.pdf Roberts Intent for reappointment.pdf Scott Intent to Reapply.pdf Code Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2021
Agenda Date: June 22, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointments of Kimberly Curtis, Sharri Scott, Ed Green, David Lightholder and Lloyd Roberts, as regular members of the Code Enforcement Board, through June 2024.

BACKGROUND:

Ms. Kimberly Curtis is a current member of the Code Enforcement Board. She has served as a member since August, 2020, fulfilling the term of previous board member Scott Hannon. Her current term will expire June 30, 2021 and she has expressed a willingness to serve for another three (3) year term. Ms. Curtis meets all of the qualifications for serving on a City board. If she is reappointed, her new term would be through June, 2024.

Ms. Sharri Scott is a current member of the Code Enforcement Board. She has served as a member since January, 2021, fulfilling the term of previous board member Virginia Weaver. Her current term will expire June 30, 2021 and she has expressed a willingness to serve for another three (3) year term. Ms. Scott meets all of the qualifications for serving on a City board. If she is reappointed, her new term would be through June, 2024.

Mr. Ed Green is a current member of the Code Enforcement Board. He has served as a member since August, 2018. His current term will expire June 30, 2021 and he has expressed a willingness to serve for another three (3) year term. Mr. Green meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through June, 2024.

Mr. David Lightholder is a current member of the Code Enforcement Board. He has served as a member since March, 2015. His current term will expire June 30, 2021 and he has expressed a willingness to serve for another three (3) year term. Mr. Lightholder meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through June, 2024.

Mr. Lloyd Roberts is a current member of the Code Enforcement Board. He has served as a member since July, 2019. His current term will expire June 30, 2021 and he has expressed a willingness to serve for another three (3) year term. Mr. Roberts meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through June, 2024.

A current Code Enforcement Board roster and requests to be reappointed are attached.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappointments to City boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointments of Kimberly Curtis, Sharri Scott, Ed Green, David Lightholder and Lloyd Roberts, as regular members of the Code Enforcement Board, through June 2024.

powered by Legistar™

In response to inquiry by the Office of the City Clerk, I, Kimberly Curtis

✓ 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,

Kimberly Curtis

Kimberly Curtis

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

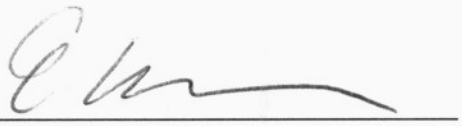
In response to inquiry by the Office of the City Clerk, I, Ed Green

✓ 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,



Ed Green

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

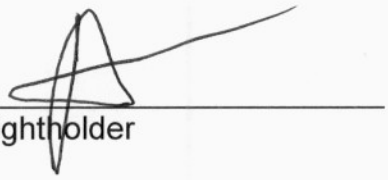
In response to inquiry by the Office of the City Clerk, I, David Lightholder

__X__ 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,



David Lightholder

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Lloyd Roberts

✓ 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,

Lloyd Roberts

Additional Comments:

It is an absolute honor and privilege to serve my community and city.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Sharri Scott

✓ 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,

Sharri Scott

Sharri Scott

Additional Comments:

It has been a pleasure serving on this Board and I would love to continue.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
Office of the City Clerk
JUN 01 2021
Time:

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	06/19 Reappointed 5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2022
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 Sharripatterson@yahoo.com	843-957-4283 hm & cell 407-647-2622 wk	01/2021 appointed	2021
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/19 Appointed (Filling unexpired term of Cicerrella)	2021
Edward Green (Replaced Michael Klug) Vice Chairperson	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
Kimberly Curtis	772 Cressa Circle Cocoa, FL 32926 Kimberlycurtis425@gmail.com	321-261-1125 hm	08/20 Appointed as Regular member *to fulfill Scott Hannon's term*	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
1st Alternate Demetrius Thomas	313 Stone St. Cocoa, FL 32922 dthomas35405@gmail.com	321-262-6467	03/23/2021 Appointed	No expiration
2nd Alternate **VACANCY**				No expiration
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	21-421	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/7/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Approve, as recommended, the proposed Fiscal Year 2022 benefit renewal medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	061121 - Cocoa - Evaluation Final.pdf 061121 - Cocoa - Executive Summary Final.pdf 061021 - Cocoa - RFP Summary.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2021
Agenda Date: June 22, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve, as recommended, the proposed Fiscal Year 2022 benefit renewal medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements.

BACKGROUND:

The City of Cocoa currently offers group medical, dental, vision, and life insurance to its employees and retirees and their dependents (subject to eligibility guidelines). The City's medical insurance program has been administered by Cigna since 2012. The current program consists of a one in-network plan. The City transitioned to self-insured in 2017. Under the current self-insured arrangement, the City pays an administrative fee to Cigna to administer the plan, process and pay claims, manage the provider network, and a variety of other functions. The City then funds claims as they occur. The City also purchases reinsurance to cover claims costs for any individual who has a catastrophic claim or combination of claims. Under this arrangement, the City pays the first $150,000 of each large claim for an individual and the reinsurance carrier is responsible for any amounts over $150,000.

For the Fiscal Year 2022 benefit renewal, the City's benefit broker Gehring Group released a Request for Proposal (RFP) and requested proposals from carriers based on a self-insured arrangement as well as a fully insured arrangement for medical insurance. The RFP also requested proposals for

Pharmacy Benefit Manager (for self-insured arrangements), Dental Insurance, and Employee Assistance Program (EAP).

The bid was advertised from March 11 - April 8, 2021 and received by 31 carriers. The bid resulted in 16 proposals for coverage. Proposals were evaluated by Gehring for responsiveness, responsibility, capabilities, and to compare coverages based on the City's actual claims utilization. The City planned to advertise a Request for Proposals (RFP) for the medical plan administrator for the FY2021 renewal period, however, when COVID-19 adversely affected City operations, leadership decided to postpone the solicitation due to the unknown affects COVID restrictions would present.

Medical Plan - After the analysis of the RFP was completed and the total impact between self-insured and fully-insured medical plans were evaluated by City Staff, it was ultimately determined by the City Manager that the best option for employees was to transition to a fully-insured plan. Cigna's proposal came in at a 2.8% overall premium reduction. The only other provider that was a reduction was UnitedHealthcare (UHC) which was a 7.7% reduction. However, after further analysis of UHC's network of providers, only 67% of providers utilized would be in-network which means a third of our employees/retirees would be impacted by physician and hospital coverage.

Historically, the City paid 100% for employee coverage and 50% of dependent/family coverage for medical, dental, and vision plans. This split is part of the City's Employee Handbook and two of the City's collective bargaining agreements. When the City "absorbs" the increase of dependent coverage, it increases City contributions on dependent coverage which results in the City not following the policy split. For past benefit renewals, the City absorbed the increase of the Core Health Plan in FY2016, FY2020, and FY2021. As a result of the City absorbing the dependent coverage for FY2020 and FY2021, there is a savings of $50,247 to eligible employees. Furthermore, employee premiums for dependent coverage has not been adjusted since October 1, 2018 as the City has absorbed all cost increases since October 2018. A disadvantage to the City absorbing the cost is that when the City splits the result, in turn a higher increase is imposed to those with family coverage at that time.

A summary of the final fully-insured plan options evaluated by Staff included whether to share the decrease with the City and employees or to return to the original "split" formula is shown below.

Option A: Share Decrease with Employees		**Option B: Return to Original Formula**	
City	Employee	City	Employee
$4,615,267	$586,186	$4,517,768	$683,684
-$131,318	-$16,674	-$228,817	$80,825
-2.8%	-2.8%	-4.8%	13.4%
Avg. Per Pay Change:	-$6.89	Avg. Per Pay Change:	$33.34

The data above does not include retiree enrollment and/or budgetary impact. Depending on retiree status eligibility, the City either pays 100%, 50%, or 0% of medical contributions on the Cigna plan for retirees under age 65. The City's budgetary impact with the recommended medical renewal for retirees is $350,000 for the General Fund and $80,000 for the Water Enterprise Fund.

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The City has an Insurance Task Force (ITF) committee comprised of different departmental and union representatives with the purpose to bring forth any concerns related to the City's benefit plans and to make recommendations on the insurance plans offered by the City. The City held an ITF meeting on June 7, 2021 to review the City Manager's recommended renewal and the committee was pleased with the information. Additionally, the options were also presented in the June 1 City Council Budget Workshop.

Transition from Self-Insured to Fully-Insured Medical

Transitioning from self-insured to fully-insured requires the City to budget for run-off and incurred but not reported (IBNR) claims, estimated at $905,599, and four months of administrative services only (ASO) fees, which is estimated at $77,000. Also, as part of the transition, the City will only receive nine months of pharmacy rebates (March 2022), which is estimated at $163,483. Increased plan utilization and/or catastrophic events could affect these estimates. The claims runout period is 12 months for medical and three months for pharmacy, and the City will need to keep the ASO bank account open for twelve months.

Dental Plan - The initial bid from Cigna was a flat renewal and Gehring Group was successful in negotiating it to a seven percent reduction with no changes to the plan. The estimated annual premium, based on current enrollment is $322,281, of which $258,650 is the estimated City's annual premium.

Employee Assistance Program (EAP) - The premium for the EAP benefit is included in the Cigna medical premium rates of $2.09 per employee per month. This totals annually to approximately $10,960.

The following coverage was approved by City Council previously for a multi-year period for vision, life insurance, and disability plans with rate guarantees through September 30, 2022.

- Vision Plan - Effective FY2019, the City secured a rate guarantee under Eyemed through September 30, 2022. The estimated annual premium based on current enrollment is $60,283, of which $49,931 is the estimated City's annual premium.

- Basic Life/Accidental Death and Dismemberment (AD&D) (City paid benefit) -The rate premium is $.0.253 per $1,000 of coverage for Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost is $74,681, which is based on the current annual employee salaries. The benefit amounts will be based on the salaries in effect on October 1, 2021.

- Supplemental Life Insurance (Employee paid benefit) - The rate premium is $.254 per $1,000 of coverage for Supplemental Employee Life and Employee AD&D rate is $.04 per $1,000. The retiree life insurance will remain at $.250 per $1000. The estimated annual cost to enrolled employees is $63,603, which is based on the current annual employee salaries. The benefit amounts will be based on the salaries in effect on October 1, 2021.

- Short-Term Disability (STD) (Employee paid benefit) - The rates vary by age bracket and is shown the attached renewal summary. The estimated annual cost to enrolled employees is $35,853, which is based on the current annual employee salaries. The benefit amounts will be based on the salaries in effect on October 1, 2021.

- Long-Term Disability (LTD) (City paid benefit) - The rate is $.0.359 per $100 of payroll. The annual estimate, based on current payroll is $62,243. The benefit amounts will be based on the salaries in effect on October 1, 2021.

In summary, City Staff is requesting approval as recommended the proposed Fiscal Year 2021 benefit renewal for medical, absorbing the full increase on dependent coverage, and renewal for the dental, vision, life insurance, and disability plans; and authorize the City Manager to sign related agreements.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance cost while maintaining the same levels of coverage helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted: Included in Proposed FY22 Budget

Provider	Plan (# Members)	FY2021 Annual City Cost	FY2022 Annual City Cost	Difference
Cigna	Medical (437)	$5,142,048	$5,003,558	(-$138,490)
Cigna	Dental (580)	$278,113	$258,650	(-$19,463)
EyeMed	Vision (581)	$49,931	$49,931	$0
Cigna	Basic Life/AD&D	$74,681	$74,681	$0
Cigna	Long Term Disability	$62,243	$62,243	$0
Total City Plan Cost:		**$5,607,016**	**$5,449,063**	**(-$157,953)**

Other FY22 Budgetary Impact (Estimated):

Medical ASO Fees
530-1801-513.31-00
$77,000

Run-Off and IBNR Claims Estimate
Self-Insured Reserves
$905,599

The amounts above are estimates based on current enrollment of current employees and retirees. This medical plan renewal includes current employees and retirees under age 65 and the Budget

includes unfilled positions at the same rate. These numbers do not include the City's Medicare Advantage Plan with United Healthcare which is on a calendar year renewal, which will be presented on a separate City Council agenda item.

PREVIOUS ACTION:

At a regular Council meeting on July 22, 2020, Council approved the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance, which included to absorb the increase for medical dependent coverage.

At a regular Council meeting on July 10, 2019, Council approved the proposed Fiscal Year 2020 benefit renewal for medical, dental, vision, life, and disability insurance, which included to absorb the increase for medical dependent coverage.

At a regular Council meeting on July 10, 2018, Council approved, as recommended by the Employee Insurance Task Force (ITF) and City administration, the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; made a final determination to select EyeMed as the City's vision carrier.

RECOMMENDED MOTION:

Approve, as recommended, the proposed Fiscal Year 2022 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements.

City of Cocoa
Medical Plan Evaluation - Fully Insured [1]
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current - Self Insured	Renewal - Fully Insured	
SCHEDULE OF BENEFITS		**Cigna Open Access Plus**	**Cigna Open Access Plus**	
Calendar Year Deductible (CYD)		**In Network Only**	**In Network Only**	
Single		$2,000	$2,000	
Family		$6,000	$6,000	
Out of Pocket Max		Deductible, Coinsurance, Copays, and Rx	Deductible, Coinsurance, Copays, and Rx	
Single		$6,000	$6,000	
Family		$12,000	$12,000	
Coinsurance		20%	20%	
Non Hospital Services				
Primary Care Physician		$25	$25	
Specialist		$50	$50	
Preventive Services		No Charge	No Charge	
Telehealth		No Charge	No Charge	
Clinical Lab		No Charge	No Charge	
X-rays		No Charge	No Charge	
Advanced Imaging - CT, PET, MRI		$100	$100	
Urgent Care Center		$50	$50	
Hospital Services				
Inpatient Hospital (Per Admission)		20% after CYD	20% after CYD	
Outpatient Hospital (Per Visit)		20% after CYD	20% after CYD	
Physician Services at Hospital		20% after CYD	20% after CYD	
Emergency Room (Per Visit)		$250	$250	
Mental Health/Substance Abuse				
Inpatient Hospital		20% after CYD	20% after CYD	
Outpatient Services		No Charge	No Charge	
Outpatient Office Visit		$50	$50	
Retail Pharmacy Plan				
Tier 1 Drugs - Generic		$20	$20	
Tier 2 Drugs - Preferred		$40	$40	
Tier 3 Drugs - Non-Preferred		$70	$70	
Tier 4 Drugs - Specialty		Based on Applicable Tier	Based on Applicable Tier	
Mail Order Drug (90-Day Supply)		$40 / $80 / $140	$40 / $80 / $140	
Monthly Rates		**Current - 3 Tiers**	**Cigna - 3 Tiers**	**Change Amount**
Employee Only	328	$834.31	$819.24	-$15.07
Employee + One	58	$1,636.39	$1,555.44	-$80.95
Employee + Family	51	$2,408.27	$2,332.54	-$75.73
Monthly Premium	**437**	**$491,386**	**$477,886**	
Annual Premium		**$5,896,633**	**$5,734,629**	
$ Increase / Decrease		**-**	**-$162,003**	
% Increase / Decrease		**-**	**-2.7%**	

[1] *City is responsible for run-out costs for the terminated Self-Insured program. The costs associated with run-out are not included in this exhibit.*

City of Cocoa
Dental Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current		Renewal	
SCHEDULE OF BENEFITS		**Cigna Total DPPO**		**Cigna Total DPPO**	
Plan Basics		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Deductible Type		Calendar Year		Calendar Year	
Class Expenses Apply to Benefit Maximum		Class I, II, III		Class I, II, III	
Benefit Maximum		$1,500		$1,500	
Deductible					
Single		$25	$25	$25	$25
Family		$50	$50	$50	$50
Benefits					
Class I – Diagnostic & Preventive					
Routine Oral Exam (2 Per Year)					
Routine Cleanings (2 Per Year)		100%	100%	100%	100%
Bitewing X-rays (1 Per Year)		No Deductible	No Deductible	No Deductible	No Deductible
Complete X-rays (1 Set Every 3 Years)					
Class II – Basic Restorative					
Fillings					
Oral Surgery					
Simple Extractions		80%	80%	80%	80%
Endodontics		After Deductible	After Deductible	After Deductible	After Deductible
Periodontal					
Anesthesia					
Class III – Major Restorative					
Crowns					
Bridges		50%	50%	50%	50%
Dentures		After Deductible	After Deductible	After Deductible	After Deductible
Class IV – Orthodontia					
Benefit (Children & Adult)		50%	50%	50%	50%
		No Deductible	No Deductible	No Deductible	No Deductible
Orthodontia Lifetime Max		$2,000		$2,000	
Service Information					
Out of Network Benefits Payable Level		80th Percentile		80th Percentile	
Waiting Period (Timely Entrant)		None		None	
Late Entrant		Payments Reduced by 50% Class III & IV for 12 Months		Payments Reduced by 50% Class III & IV for 12 Months	
Rate Guarantee		**9/30/2021**		**9/30/2023**	
Monthly Rates					
Employee Only	390	$30.13		$28.02	
Employee + One	93	$75.72		$70.42	
Employee + Family	97	$103.97		$96.70	
Monthly Premium	**580**	**$28,878**		**$26,857**	
Annual Premium		**$346,533**		**$322,281**	
$ Increase / Decrease		**-**		**-$24,252**	
% Increase / Decrease		**-**		**-7.0%**	

City of Cocoa
Employee Assistance Program Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
EAP	**Cigna**	**Cigna**
Eligibility	Employees and their household members	Employees and their household members
Number of Sessions per Employee or Dependent	5 Face-to-Face Visits per Issue	5 Face-to-Face Visits per Issue
Manager / Supv Training or Employee Seminars	5 hours of Training (combined with CIS)	5 hours of Training (combined with CIS)
Frequency of Comprehensive Reporting	Quarterly	Quarterly
Critical Incident Debriefing	5 hours per incident (unlimited incidents)	5 hours per incident (unlimited incidents)
Management Referrals	Included	Included
Telephonic Management / Supervisor Consultation and Support	Included	Included
Counselors Available 24/7	Included	Included
Work/Life Support	Online/Telephone Referrals	Online/Telephone Referrals
Legal/Financial Services	30-minute Consult for Each Legal / Financial Topic	30-minute Consult for Each Legal / Financial Topic
ID Theft Services	60-minute Consult with Fraud Fesolution Specialist	60-minute Consult with Fraud Fesolution Specialist
Child/Elder Care Referrals	Included	Included
Monthly Rates	**Included in Medical Admin Fees**	**Included in Medical Premium**
Rate Guarantee	**Expires 9/30/2021**	**Expires 9/30/2023**
Per Employee Per Month 437	$2.09	$2.09
Monthly Premium	**$913**	**$913**
Annual Premium	**$10,960**	**$10,960**
$ Increase / Decrease	**-**	**$0**
% Increase / Decrease	**-**	**0.0%**

City of Cocoa
Vision Renewal Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	
SCHEDULE OF BENEFITS		**EyeMed Insight Network**	
Exams		**In Network**	**Out of Network**
Eye Exam		$0	Up to $40
Retinal Imaging		Up to $39	Not covered
Contact Lens Exam (Standard Fit/Follow-up)		Up to $40	Not Covered
Frequency			
Exam		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contract Leses		12 Months	
Lenses			
Single Lenses		$0	Up to $30
Bifocal Lenses		$0	Up to $50
Trifocal Lenses		$0	Up to $70
Frames			
Retail		Up to $150, then 20% discount	Up to $105
Contact Lenses		*In lieu of eyeglass lenses and frames*	
Contact Lenses (Conventional)		Up to $150, then 15% discount	Up to $150
Contact Lenses (Disposable)		Up to $150	Up to $150
Contact Lenses (Medically Necessary)		$0	Up to $210
Rate Guarantee		**Expires 9/30/2022**	
Monthly Rates			
Employee Only	399	$5.68	
Employee + Family	182	$15.15	
Monthly Premium	**581**	**$5,024**	
Annual Premium		**$60,283**	
$ Increase / Decrease		**-**	
% Increase / Decrease		**-**	

City of Cocoa
Basic Life and AD&D Insurance Evaluation
Effective: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current New York Life (formally Cigna)
Basic Life and AD&D Benefit	
Class 1: Mayor & Council Members	$50,000
Class 2: All other Full-Time Employees	1 X Annual Salary to a Max of $100,000
Class 4: Executives	2 X Annual Salary to a Max of $200,000
Features	
Waiver of Premium	Included
Conversion Privileges	Included
Accelerated Benefit	75% to Plan Maximum
Age Reduction Schedule	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	**Expires 9/30/2022**
Monthly Rates	
Employee Volume	$21,240,200
Employee Life Rate / $1,000	$0.253
Employee AD&D Rate / $1,000	$0.040
Monthly Premium	**$6,223.38**
Annual Premium	**$74,681**
$ Increase / Decrease	**-**
% Increase / Decrease	**-**

City of Cocoa
Supplemental Life and AD&D Insurance Evaluation
Effective: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current
		New York Life (formally Cigna)
Supplemental Employee Life / AD&D Benefit		
Class 1: Mayor & Council Members		$50,000
Class 2: All Other Full-Time Employees		Up to 3X Salary, not to exceed $300,000
Class 3: Retirees		$10,000
Class 4: Executives		Up to 3X Salary, not to exceed $300,000
Supplemental Dependent Life / AD&D Benefit		
Spouse Benefit		Units of $10,000 Up to $50,000, not to exceed 50% of Employee Amount
Child(ren) Benefit		14 Days to 6 Months: $500 6 Months to 19 Years, or 23 if FT Student: $10,000
Family Benefit		Spouse: $5,000 / Child(ren): $5,000
Guaranteed Issue		
Guaranteed Issue Amounts		Class 1: $50,000 Class 2, 4: $250,000 (combined with Basic Life) Class 3: $10,000 Spouse: $30,000 Child: $10,000
Rate Guarantee		**Expires 9/30/2022**
Monthly Rates - Employee/Retiree		
Employee Life Volume		$15,762,250
Employee Life Rate / $1,000		$0.254
Employee AD&D Rate / $1,000		$0.040
Retiree Life Rate / $1,000	39	$0.250
Monthly Premium		**$4,732**
Annual Premium		**$56,779**
$ Increase / Decrease		-
% Increase / Decrease		-
Monthly Rates - Dependent Life		
Spouse Life Volume		$1,370,000
Spouse Life Rate / $1,000		$0.294
Spouse AD&D Rate / $1,000		$0.040
Child(ren) Life Rate	41	$0.184
Family Dependent Life Per Unit	26	$1.370
Monthly Premium		**$569**
Annual Premium		**$6,824**
$ Increase / Decrease		-
% Increase / Decrease		-
Monthly Premium		**$5,300**
Annual Premium		**$63,603**
$ Increase / Decrease		-
% Increase / Decrease		-

City of Cocoa
Voluntary Short Term Disability Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	
	New York Life (formally Cigna)	
Short Term Disability		
Eligibility	All Active Employees Working 30 + hours Per Week	
Benefit	60%	
Maximum Weekly Benefit	$1,000	
Elimination Period for Accident	0 Days	
Elimination Period for Sickness	7 Days	
Benefit Duration	13 Weeks	
Rate Guarantee	**Expires 9/30/2022**	
Monthly Rates	**Age Bracket**	**Rate / $10**
Rates per $10 of Weekly Benefit	Under 25	$0.276
	25-29	$0.276
	30-34	$0.276
	35-39	$0.276
	40-44	$0.276
	45-49	$0.322
	50-54	$0.368
	55-59	$0.488
	60-64	$0.598
	65-69	$0.681
	70-74	$0.745
	75+	$0.809
Estimate Volume	**$87,906**	
Monthly Premium	**$2,988**	
Annual Premium	**$35,853**	
$ Increase / Decrease	**-**	
% Increase / Decrease	**-**	

City of Cocoa
Long Term Disability Insurance Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current New York Life (formally Cigna)
Long Term Disability	
Eligibility	All Active Employees working 30 + hours per week
Benefit	60%
Maximum Monthly Benefit	$6,000
Elimination Period	90 Days
Definition of Disability	24 Month Own Occupation
Benefit Duration	SSNRA
Waiver of Premium	Included
Rate Guarantee Period	**Expires 9/30/2022**
Monthly Rates	
Estimated Volume	**$1,444,824**
LTD Rate / $100 Covered Payroll	**$0.359**
Monthly Premium	**$5,187**
Annual Premium	**$62,243**
$ Increase / Decrease	**-**
% Increase / Decrease	**-**

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

			Current				Renewal						
MEDICAL			**2020-2021** **Cigna - Self-Insured**				**2021-2022** **Cigna - Fully Insured EE/ER Share Increase**				**2021-2022** **Per Pay (24)**		
Core Plan - Actives	**Union**	**Non Union**	**Total Monthly**	**Employer Monthly**	**ER %**	**Employee Monthly**	**Total Monthly**	**Employer Monthly**	**ER %**	**Employee Monthly**	**Employer**	**Employee**	**EE Chg Amt**
Employee Only	191	97	$834.31	$834.31	100%	$0.00	$819.24	$819.24	100%	$0.00	$409.62	$0.00	$0.00
Employee + One	31	21	$1,636.39	$1,301.73	80%	$334.66	$1,555.44	$1,230.04	79%	$325.40	$615.02	$162.70	-$4.63
Employee + Family	35	15	$2,408.27	$1,751.55	73%	$656.72	$2,332.54	$1,694.00	73%	$638.54	$847.00	$319.27	-$9.09
Annual Premium	**257**	**133**	**$5,349,445**	**$4,746,585**		**$602,860**	**$5,201,412**	**$4,615,238**		**$586,174**			
$ Increase / Decrease			-	-		-	**-$148,033**	**-$131,346**		**-$16,686**			
% Increase / Decrease			-	-		-	**-2.8%**	**-2.8%**		**-2.8%**			
Core Plan - Retirees[1]	**0%**	**50%**	**100%**	**Total**	**Employer**	**ER %**	**Retiree**	**Total**	**Employer**	**ER %**	**Retiree**	**Employer**	**Retiree [1]**	**Change**
Employee Only	3	7	30	$834.31	$834.31	100%	$0.00	$819.24	$819.24	100%	$0.00	$819.24	$0.00	$0.00
Employee + One	0	2	4	$1,636.39	$834.31	51%	$802.08	$1,555.44	$819.24	53%	$736.20	$819.24	$736.20	-$65.88
Employee + Family	0	0	1	$2,408.27	$834.31	35%	$1,573.96	$2,332.54	$819.24	35%	$1,513.30	$819.24	$1,513.30	-$60.66
Annual Premium	**3**	**9**	**35**	**$547,188**	**$395,463**		**$151,725**	**$533,217**	**$388,320**		**$144,898**			
$ Increase / Decrease				-	-		-	**-$13,971**	**-$7,143**		**-$6,828**			
% Increase / Decrease				-	-		-	**-2.6%**	**-1.8%**		**-4.5%**			
Annual Premium		**437**		**$5,896,633**	**$5,142,048**		**$754,585**	**$5,734,629**	**$5,003,558**		**$731,071**			
$ Increase / Decrease				-	-		-	**-$162,003**	**-$138,490**		**-$23,514**			
% Increase / Decrease				-	-		-	**-2.7%**	**-2.7%**		**-3.1%**			
DENTAL			**Cigna**				**Cigna**				**Per Pay (24)**		
DPPO - Actives & Retiress			**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**Change**
Employee Only	390		$30.13	$30.13	100%	$0.00	$28.02	$28.02	100%	$0.00	$14.01	$0.00	$0.00
Employee + One	93		$75.72	$52.92	70%	$22.80	$70.42	$49.22	70%	$21.20	$24.61	$10.60	-$0.80
Employee + Family	97		$103.97	$67.05	64%	$36.92	$96.70	$62.36	64%	$34.34	$31.18	$17.17	-$1.29
Annual Premium	**580**		**$346,533**	**$278,113**		**$68,420**	**$322,281**	**$258,650**		**$63,631**			
$ Increase / Decrease			-	-		-	**-$24,252**	**-$19,463**		**-$4,789**			
% Increase / Decrease			-	-		-	**-7.0%**	**-7.0%**		**-7.0%**			
Rate Guarantee			**Expires 09/30/2021**					**Expires 9/30/2023**					
VISION			**EyeMed**				**EyeMed**				**Per Pay (24)**		
Vision - Actives & Retirees			**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**Change**
Employee Only	399		$5.68	$5.68	100%	$0.00	$5.68	$5.68	100%	$0.00	$2.84	$0.00	$0.00
Employee + Family	182		$15.15	$10.41	69%	$4.74	$15.15	$10.41	69%	$4.74	$5.21	$2.37	$0.00
Annual Premium	**581**		**$60,283**	**$49,931**		**$10,352**	**$60,283**	**$49,931**		**$10,352**			
$ Increase / Decrease			-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease			-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee			**Expires 9/30/2022**					**Expires 9/30/2022**					

[1] *Retiree Employer / Retiree Contributions are shown as 100% contribution for display purposes. The calculated totals are based on the retiree enrollment at the 0%, 50% or 100% of the single rate. Per pay amounts are monthly.*

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current				Renewal						
		2020-2021				2021-2022				2021-2022		
EAP		Cigna (Included in ASO Fee)				Cigna (Included in Medical Premium)				Per Pay (24)		
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**Change**
PEPM	437	$0.00	$0.00	100%	$0.00	$0.00	$0.00	100%	$0.00	$0.00	$0.00	$0.00
Annual Premium		**$0**	**$0**		**$0**	**$0**	**$0**		**$0**			
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee		**Expires 9/30/2021**				**Expires 9/30/2023**						
LIFE/AD&D		**Cigna**				**New York Life (formerly Cigna)**						
		Total	**Employer**		**Employee**	**Total**	**Employer**		**Employee**			
Benefits Volume		$37,002,450	$21,240,200		$15,762,250	$37,002,450	$21,240,200		$15,762,250			
Life Rate / $1,000		$0.507	$0.253		$0.254	$0.507	$0.253		$0.254			
AD&D Rate / $1,000		$0.080	$0.040		$0.040	$0.080	$0.040		$0.040			
Retiree Life	39	$0.250	$0.000		$0.250	$0.250	$0.000		$0.250			
Dependent Life Per Unit	26	$1.370	$0.000		$1.370	$1.370	$0.000		$1.370			
Spouse Life Rate		$0.294	$0.000		$0.294	$0.294	$0.000		$0.294			
Child Life Rate	41	$0.184	$0.000		$0.184	$0.184	$0.000		$0.184			
Annual Premium		**$138,283**	**$74,681**		**$63,603**	**$138,283**	**$74,681**		**$63,603**			
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee		**Expires 9/30/2022**				**Expires 9/30/2022**						
SHORT TERM DISABILITY		**Cigna**				**New York Life (formerly Cigna)**						
		Total	**Employer**		**Employee**	**Total**	**Employer**		**Employee**			
STD Benefits Volume		$87,906	$0		$87,906	$87,906	$0		$87,906			
STD Rate / $10			Age Banded Rates				Age Banded Rates					
Annual Premium		**$35,853**	**$0**		**$35,853**	**$35,853**	**$0**		**$35,853**			
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee		**Expires 9/30/2022**				**Expires 9/30/2022**						
LONG TERM DISABILITY		**Cigna**				**New York Life (formerly Cigna)**						
		Total	**Employer**		**Employee**	**Total**	**Employer**		**Employee**			
LTD Benefits Volume		$1,444,824	$1,444,824		$0	$1,444,824	$1,444,824		$0			
LTD Rate / $100		$0.359	$0.359		$0.000	$0.359	$0.359		$0.000			
Annual Premium		**$62,243**	**$62,243**		**$0**	**$62,243**	**$62,243**		**$0**			
$ Increase / Decrease		-	-		-	**$0**	**$0**		**$0**			
% Increase / Decrease		-	-		-	**0.0%**	**0.0%**		**0.0%**			
Rate Guarantee		**Expires 9/30/2022**				**Expires 9/30/2022**						
Total Benefits Premium		**Total**	**Employer**		**Employee**	**Total**	**Employer**		**Employee**			
Annual Premium		**$6,539,829**	**$5,607,016**		**$932,813**	**$6,353,573**	**$5,449,063**		**$904,510**			
$ Increase / Decrease		-	-		-	**-$186,255**	**-$157,953**		**-$28,303**			
% Increase / Decrease		-	-		-	**-2.8%**	**-2.8%**		**-3.0%**			

Enrollment and Benefits Volume as of May 1, 2021

City of Cocoa
Request for Proposal – Summary

Medical Insurance
Pharmacy Benefit Manager
Dental Insurance
Employee Assistance Program

June 2021

Prepared by:

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410
561.626.6797 office | 561.626.6970 fax
www.gehringgroup.com

BACKGROUND

The City of Cocoa currently offers group medical, dental, vision, and life insurance to its employees and retirees and their dependents (subject to eligibility guidelines). The City's medical insurance program has been administered by Cigna since 2012. The current program consists of a one in-network plan. The City transitioned to self-insured in 2017. Under the current self-insured arrangement, the City pays an administrative fee to Cigna to administer the plan, process and pay claims, manage the provider network, and a variety of other functions. The City then funds claims as they occur. The City also purchases re-insurance to cover claims costs for any individual who has a catastrophic claim or combination of claims. Under this arrangement, the City pays the first $150,000 of each large claim for an individual and the re-insurance carrier is responsible for any amounts over $150,000.

MARKET ANALYSIS

In preparation for the 2021-2022 plan year, the Gehring Group released a Request for Proposal (RFP) and requested proposals from carriers based on a self-insured arrangement as well as a fully insured arrangement for the medical insurance. This RFP also requested proposals for Pharmacy Benefit Manager (for self-insured arrangements), Dental Insurance and Employee Assistance Program.

The RFP was received by 31 carriers and the Gehring Group received 16 proposals for coverage. Five proposals for fully insured medical plans were received. Each proposal provided a match to the current schedule of benefits.

Medical Fully Insured Carriers	Premium Change	Network Change
Aetna	5.8% Increase	98% of Top 100 Providers
Cigna	2.8% Decrease	100% of Top 100 Providers
Florida Blue	19.8% Increase	53% of Top 100 Providers
Florida League of Cities (FMIT)	8.9% Increase	96% of Top 100 Providers
UnitedHealthcare	8.2% Increase or 7.7% Decrease	96% of Top 100 Providers 78% of Top 100 Providers

The following carriers also submitted proposals for one or more lines of other coverage, Medical Administrative Services Only, Reinsurance, Pharmacy Benefit Management, Dental, and Employee Assistance Program:

- Aetna
- Ameritas
- Cigna
- Florida Blue
- Florida League of Cities (FMIT)
- HM Insurance Group
- Humana
- MetLife
- Principal
- Reliance Standard
- Rx Benefits
- RxPerferred Benefits
- The Standard
- UnitedHealthcare
- Voya
- West Cost Pharmacy and Compound

The comprehensive evaluation consisted of an in-depth review of the following major items:

- Medical Coverage, Self-Insured and Fully Insured Arrangements
- Wellness Incentive Programs
- Pharmacy Rebates
- Rate Contingency
- Provider Disruption
- Network Access to Care
- Carriers Administrative Process
- Benefit Plan Design
- Premiums for Fully Insured Coverage



RECOMMENDATIONS

The Gehring Group meet with Staff and the Insurance Committee to present the evaluation for each line of coverage. Based on City's selection criteria, Staff ranked the following:

Coverage	Current Carrier	Recommended Carrier	Cost Impact
Medical	Cigna Self-Insured	Cigna Fully Insured	-2.8%
Dental	Cigna Fully Insured	Cigna Fully Insured	-7.0%
Employee Assistance Program	Cigna Part of Medical	Cigna Part of Medical	0%



The recommendations provided by Staff allows the City to continue its competitive benefits program with minimal disruption to the employees and their dependents, while reducing many of the City's costs. This is accomplished while maintaining the current level of benefits. Gehring Group believes that these carriers provide excellent levels of service and will meet or exceed the City's expectation for value, benefits, and service.

Legislation Details (With Text)

File #:	21-416	**Version:** 1	**Name:**	May, 2021 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	6/3/2021		**In control:**	City Council
On agenda:	6/22/2021		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 5/31/2021. (Finance Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthy Report to City Council 10.01.20 thru 5.31.21.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 3, 2021
Agenda Date:	June 22, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 5/31/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through May 31, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-20 thru 5-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 34

City Manager = 19

City of Cocoa CRA Board = 0

City Council = 15

Purchase Order Approvals 10-01-20 thru 5-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten
77973	4/22/2021	Infrastructure Solution Services	$ 41,870.00	4/22/2021	Stockton Whitten
77975	4/22/2021	Stewarts Electric Motor Works	$ 45,167.52	4/22/2021	Stockton Whitten
78043	5/10/2021	Ring Power Corporation	$ 46,724.90	4/9/2021	Stockton Whitten
78061	5/14/2021	Hawkins Inc.	$ 45,000.00	4/13/2021	Stockton Whitten

19 Purchase Order Approved by City Manager

Prepared by Purchasing 6/2/2021

Purchase Order Approvals 10-01-20 thru 5-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 **Purchase Order Approved by CRA**

Prepared by Purchasing 6/2/2021

Purchase Order Approvals 10-01-20 thru 5-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council
77972	4/22/2021	Water Resouce Associates	$ 35,200.00	3/23/2021	City Council
77974	4/22/2021	Stantec Consulting Service	$ 41,104.00	3/13/2019	City Council

15 **Purchase Order Approved by City Council**

Prepared by Purchasing 6/2/2021

Legislation Details (With Text)

File #:	21-420	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/5/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	Fire Incident Summary Report for May 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2021 Run Volume By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 5, 2021
Agenda Date: June 22, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for May 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of May.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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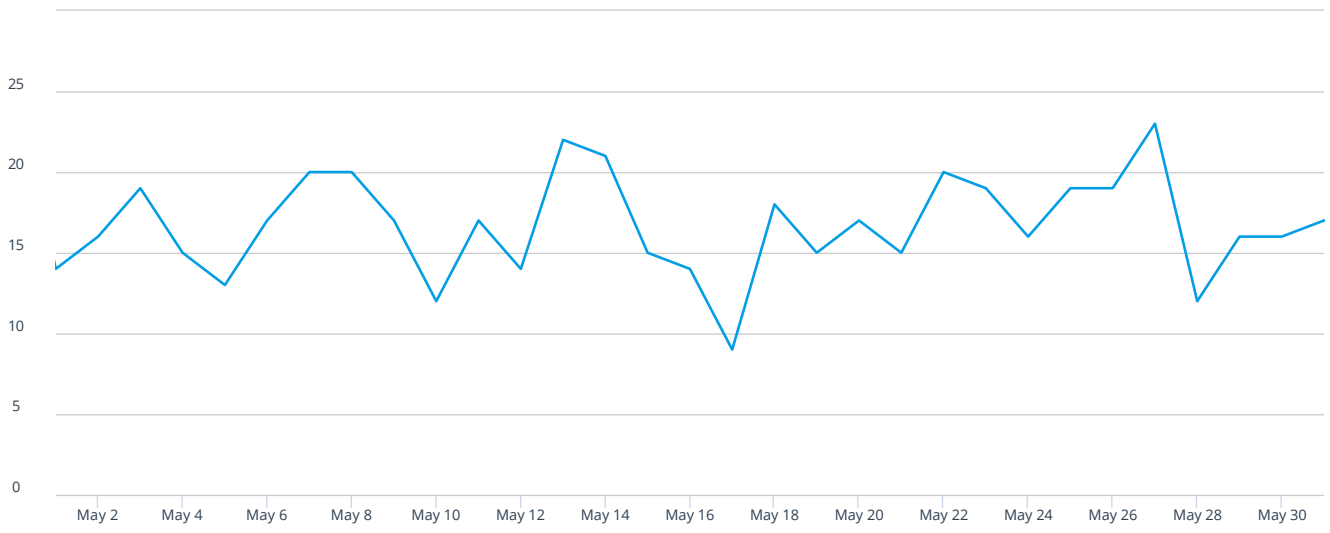
Custom May 1, 2021 - May 31, 2021

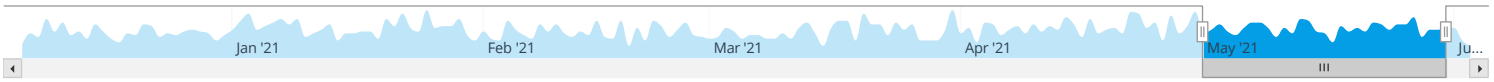
36%
FIRE
Percentage of Total Incidents

64%
EMS
Percentage of Total Incidents

517
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	Total
(11) Structure Fire	1	1	1											3
(13) Mobile property (vehicle) fire			1	2										3
(14) Natural vegetation fire				1	1	1								3
(15) Outside rubbish fire		1	1											2
(30) Rescue, emergency medical call (EMS), other		5	7	7	14	1								34
(31) Medical assist		3			3									6
(32) Emergency medical service (EMS) incident	22	68	70	55	64	11								290
(35) Extrication, rescue		1												1
(40) Flammable gas or liquid condition, other					1									1
(44) Electrical wiring/equipm. problem			1		1									2
(50) Service call, other				2										2
(51) Person in distress			1	2	1									4
(53) Smoke, odor problem			1		1									2
(54) Animal problem or rescue		1												1
(55) Public service assistance		11	9	12	8	3								43

Week Ending	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	Total
(56) Unauthorized burning			1		1									2
(61) Dispatched and canceled en route	6	25	12	19	18	1								81
(62) Wrong location, no emergency found		2	1	4	1									8
(65) Steam, other gas mistaken for smoke			1		1									2
(70) False alarm and false call, other	1	1	2	4	5									13
(73) System or detector malfunction			4		1									5
(74) Unintentional system/detect... operation (no fire)		2	2	4										8
NULL				1										1
Total	30	121	115	113	121	17								517

Legislation Details (With Text)

File #:	21-424	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-Change Orders 5-31-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2021
Agenda Date: June 22, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of May 31, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 5/31/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS21WS	Sulfurators										
Op. Rev.		217,745.00	4/27/2021	2021-035							
Project Manager:		19,795.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 197,950.00		$ 197,950.00		
	PO#78016										
		19,795									
WS19FR	Dyal Groundwater #2 IMS Cap and Media Replacement										
Op. Rev.		281,615.00	3/9/2021	2021-014							
Project Manager: Kevin Joseph		25,602.00	contingency and other costs authorized								
account #	424-4020-536.63-00	256,013.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Elenis Contracting			FY2021	42566	256,013.00					
	PO#77877										
		25,602									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00	$ 60,647.05	
	Contractor PO# 77691										
		237,845									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209.868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY20 cum	FY21 cum	
	Brandes Design-Build. Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build. Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)				
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
	Brandes Design-Build. Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09			
						(33,812.06)		2,872,062.03			
						(13.25)		2,872,048.78			
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03			
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09			
			CO#1		36547	11,430.00		$ 2,953,644.09			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00			
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-425	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May FY 2021 EXPENSE Budget Tracking Worksheet.pdf May FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2021
Agenda Date: June 22, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru May 31, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 5/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
05/18/21	001-1000-511.48-00	(2,950)	WATER FOR TX DIS RELIEF		3011
	001-1000-511.42-00	2,950			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS RES# 2020-235		558
	001-1100-512.22-00	27			
	001-1100-512.21-00	271			
	001-1100-512.12-12	3,532			
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res RES# 2020-245		625
04/08/21	001-1100-512.12-00	(7)	MID YEAR PAYROLL ADJ		2448
	001-1100-512.14-00	7			
3	Budget Amendments/Transfers		Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY					
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1103-516.22-00	170			
	001-1103-516.21-00	297			
	001-1103-516.12-12	3,878			
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE		1543
	001-1103-516.34-00	759			
04/08/21	001-1103-516.12-00	(452)	MID YEAR PAYROLL ADJ		2448
	001-1103-516.12-12	452			
5	Budget Amendments/Transfers		Division 1103 Total	$64,044	
1190 - LEISURE SERVICES					
04/08/21	001-1190-574.12-00	(991)	MID YEAR PAYROLL ADJ		2448
	001-1190-574.12-12	991			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-1500-513.21-00	472			
	001-1500-513.12-12	6,161			
04/08/21	001-1500-513.12-00	(500)	MID YEAR PAYROLL ADJ		2448
	001-1500-513.14-00	500			
2	Budget Amendments/Transfers		Division 1500 Total	$6,644	
1505 - PURCHASING					
03/09/21	001-1505-513.40-00	(1,500)	VENDORLINK CONTRACT		2023
	001-1505-513.56-15	1,500			
04/08/21	001-1505-513.12-00	(100)	MID YEAR PAYROLL ADJ		2448
	001-1505-513.14-00	100			
2	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1510-536.22-00	16			
	001-1510-536.21-00	283			
	001-1510-536.12-12	3,688			
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
	001-1510-536.64-15	56,127			
04/08/21	001-1510-536.12-00	(2,547)	MID YEAR PAYROLL ADJ		2448
	001-1510-536.12-12	2,547			
3	Budget Amendments/Transfers		Division 1510 Total	$66,044	
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003		1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			
	001-1600-513.52-00	40,833			
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
04/08/21	001-1600-513.51-00	(1,259)	FUND OVERDRAWN OPER EXP		2448
	001-1600-513.52-00	1,259			
04/13/21	001-1600-513.39-00	(85,000)	SETTLMNT / PARKIT CONSTR RES# 21-293		2526
	001-1600-513.49-00	85,000			
04/27/21	001-1600-513.39-00	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-1600-513.39-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-1600-513.39-00	(15,000)	REVIEW GROUP INS CONTRACT RES# 2021-039		2711
	001-1600-513.31-00	15,000			
	001-1600-513.81-00	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
	001-1600-513.39-00	(8,013)	UNEMP / NOT CARES REIMBRS RES# 2021-039		2711
	001-1600-513.25-00	8,013			
05/01/21	001-1600-513.39-00	(10,000)	BREVARD MUSEUEM HVAC RES# 2021-045		3009
05/11/21	001-1600-513.39-00	(17,000)	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
22	Budget Amendments/Transfers		Division 1600 Total	($27,352)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
1	Budget Amendments/Transfers		Division 1601 Total	$37,000	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
04/08/21	001-1801-513.12-00	(637)	MID YEAR PAYROLL ADJ		2448
	001-1801-513.12-12	637			
2	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			
	001-2100-521.47-00	(5,625)			
	001-2100-521.46-03	(2,650)			
	001-2100-521.48-00	(500)			
	001-2100-521.42-00	(330)			
	001-2100-521.51-00	(250)			
	001-2100-521.56-15	26			
	001-2100-521.56-15	58			
	001-2100-521.54-00	80			
	001-2100-521.54-00	100			
	001-2100-521.47-00	120			
	001-2100-521.52-00	120			
	001-2100-521.55-00	120			
	001-2100-521.54-00	150			
	001-2100-521.51-00	250			
	001-2100-521.54-00	260			
	001-2100-521.54-00	265			
	001-2100-521.47-00	283			
	001-2100-521.42-00	330			
	001-2100-521.56-15	410			
	001-2100-521.55-00	495			
	001-2100-521.46-03	500			
	001-2100-521.48-00	500			
	001-2100-521.41-00	501			
	001-2100-521.52-00	633			
	001-2100-521.47-00	750			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.47-00	875	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	11,088	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-12	16,980		
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		
	001-2100-521.49-00	1,345		
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003	1279

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON		1543
	001-2100-521.52-00	5,000			
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP		1543
	001-2100-521.49-02	1,345			
03/09/21	001-2100-521.52-00	(1,090)	CORR BUDGT AMNT		2023
	001-2100-521.52-00	390			
	001-2100-521.52-00	700			
04/27/21	001-2100-521.52-12	4,684	5 PD VEST / FY20 FNDS RES# 2021-039		2711
	001-2100-521.52-00	(277)	ACCESSORIES FOR JAG CAM RES# 2021-039		2711
	001-2100-521.52-14	277			
	001-2100-521.52-14	6,077	CAMERAS FOR PARK RES# 2021-039		2711
	001-2100-521.12-00	(9,666)	CAMERAS FOR PARK / TICKET RES# 2021-039		2711
	001-2100-521.56-15	3,589	TICKET WRITER RES# 2021-039		2711
20	Budget Amendments/Transfers			Division 2100 Total $281,786	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
04/08/21	001-2101-521.12-00	(1,153)	MID YEAR PAYROLL ADJ		2448
	001-2101-521.12-12	1,153			
04/27/21	001-2101-521.12-00	(20,000)	FNDS FOR OT ACCOUNT RES# 2021-039		2711
	001-2101-521.14-00	20,000			
5	Budget Amendments/Transfers			Division 2101 Total $33,210	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			
	001-2132-524.49-00	45			
	001-2132-524.52-00	300			
03/09/21	001-2132-524.12-00	(3,300)	FUEL FUND / PC MONITOR		2023
	001-2132-524.56-15	300			
	001-2132-524.52-30	3,000			
04/08/21	001-2132-524.52-00	(75)	FND OVERDRAWN FUEL, OIL		2448
	001-2132-524.52-30	75			
05/18/21	001-2132-524.40-00	(1,950)	OPER SUPPLIES FOR FY21		3011
	001-2132-524.52-00	1,950			
5	Budget Amendments/Transfers			Division 2132 Total $1,258	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2200-522.34-00	1,325	PDCS SERVICES / FIRE PLAN		2023
04/08/21	001-2200-522.46-02	(100)	FND OVERDRAWN REPAIR/MAIN		2448
	001-2200-522.46-03	100			
05/18/21	001-2200-522.40-00	(100)	NEW MONITOR AND PRINTER		3011
	001-2200-522.52-00	100			
6	Budget Amendments/Transfers			Division 2200 Total $43,643	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2201-522.55-00	(1,325)	PDCS SERVICES / FIRE PLAN		2023
04/27/21	001-2201-522.12-12	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/27/21	001-2201-522.12-00	(1,497)	HIGHER TAX COMMISSIONS RES# 2021-039	2711
	001-2201-522.34-00	1,497		
6 Budget Amendments/Transfers			Division 2201 Total $73,758	
3200 - ADMINISTRATION				
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235	558
	001-3200-515.22-00	209		
	001-3200-515.21-00	316		
	001-3200-515.12-12	4,119		
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245	625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245	625
03/09/21	001-3200-515.34-00	(1,199)	CORR NEG BAL AD SVCS ACCT	2023
	001-3200-515.56-15	159		
	001-3200-515.52-00	339		
	001-3200-515.54-00	701		
04/08/21	001-3200-515.51-00	(701)	AMERICAN PLAN ASSOC DUES	2448
	001-3200-515.54-00	701		
	001-3200-515.12-00	(339)	FND OVERDRAWN OP SUPPLY	2448
	001-3200-515.52-00	339		
	001-3200-515.12-00	(689)	MID YEAR PAYROLL ADJ	2448
	001-3200-515.12-00	(10)		
	001-3200-515.14-00	10		
	001-3200-515.12-12	689		
05/27/21	001-3200-515.12-00	(59,971)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN	3157
	001-3200-515.22-00	(16,366)		
	001-3200-515.21-00	(4,638)		
	001-3200-515.23-00	(3,046)		
	001-3200-515.27-00	(1,920)		
	001-3200-515.24-00	(107)		
8 Budget Amendments/Transfers			Division 3200 Total ($55,312)	
3205 - ECONOMIC DEVELOPMENT				
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235	558
	001-3205-559.21-00	89		
	001-3205-559.22-00	99		
	001-3205-559.12-12	1,154		
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003	1279
05/27/21	001-3205-559.24-00	107	CORR C NEUT PR BUDG CHARLENE NEUTERMAN	3157
	001-3205-559.27-00	1,920		
	001-3205-559.23-00	3,046		
	001-3205-559.21-00	4,638		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/27/21	001-3205-559.22-00	16,366	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	001-3205-559.12-00	59,971			
3	Budget Amendments/Transfers		Division 3205 Total	$142,133	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
04/08/21	001-3500-519.51-00	(16)	ADMIN CELL PHONE		2448
	001-3500-519.41-00	16			
3	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
04/13/21	001-3510-541.63-04	(4,402)	CORRECT BUDGET RES# 21-293		2526
9	Budget Amendments/Transfers		Division 3510 Total	$112,313	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
04/08/21	001-3520-572.46-00	(4,220)	CINTAS UNIFORMS		2448
	001-3520-572.52-00	4,220			
	001-3520-572.46-00	(1,800)	PCARD SPND / TREE SERVICE		2448
	001-3520-572.49-00	1,800			
05/11/21	001-3520-572.34-09	2,590	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
05/18/21	001-3520-572.46-00	(10,000)	FY21 OT & OPER COSTS		3011
	001-3520-572.46-02	18	MAKE R&M POSITIVE FY21		3011
	001-3520-572.52-00	9,982	OPERATING COSTS FY21		3011
	001-3520-572.14-00	6,000	OVERTIME COSTS FY21		3011
15	Budget Amendments/Transfers		Division 3520 Total	$139,497	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
04/08/21	001-3540-519.64-00	(6,932)	R WASHINTON DEPLY COSTS		2448
	001-3540-519.49-00	6,932			
05/18/21	001-3540-519.55-00	(180)	CDL / CLASS B LICENSE		3011
	001-3540-519.49-00	180			
	001-3540-519.46-00	(4,000)	DIVIDER & WINDOW CUST SVC		3011
	001-3540-519.46-02	4,000			
5	Budget Amendments/Transfers		Division 3540 Total	$2,873	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
04/08/21	001-3560-519.12-00	(120)	MID YEAR PAYROLL ADJ		2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	001-3560-519.20-00	120	MID YEAR PAYROLL ADJ		2448
05/01/21	001-3560-519.64-00	10,000	BREVARD MUSEUEM HVAC RES# 2021-045		3009
05/11/21	001-3560-519.34-00	1,470	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
	001-3560-519.46-02	4,190			
	001-3560-519.43-00	8,750			
05/18/21	001-3560-519.64-00	(7,200)	FY21 OT & OPER COSTS		3011
	001-3560-519.64-00	(4,800)			
	001-3560-519.14-00	6,000	OVERTIME COSTS FY21		3011
8 Budget Amendments/Transfers				Division 3560 Total $59,812	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1 Budget Amendments/Transfers				Division 3580 Total $2,298	
137 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,014,914**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
03/23/21	103-3240-554.12-09	20,672	ADMIN COST CARES GRANT RES# 2021-023		2216
04/08/21	103-3240-554.12-00	(392)	MID YEAR PAYROLL ADJ		2448
	103-3240-554.12-12	392			
11 Budget Amendments/Transfers				Division 3240 Total $286,465	
11 Total Budget Amendments/Transfers			**CDBG**	**$286,465**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
04/08/21	104-3240-554.12-00	(98)	MID YEAR PAYROLL ADJ		2448
	104-3240-554.12-12	98			
04/13/21	104-3240-554.83-00	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/13/21	104-3240-554.83-00	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
4	Budget Amendments/Transfers		Division 3240 Total	($21,926)	
	4 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($21,926)**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
03/09/21	107-3200-515.34-00	(763)	CHROMEBOOK PURCHASE		2023
	107-3200-515.56-15	763			
04/08/21	107-3200-515.52-00	(303)	CHROMEBOOK PURCHASE		2448
	107-3200-515.56-15	303			
	107-3200-515.23-04	(4,265)	MID YEAR PAYROLL ADJ		2448
	107-3200-515.15-00	(240)			
	107-3200-515.12-12	(229)			
	107-3200-515.14-00	(20)			
	107-3200-515.12-00	20			
	107-3200-515.12-00	229			
	107-3200-515.12-00	240			
	107-3200-515.23-00	4,265			
4	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	4 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	110-3230-559.22-00	19	COVID 19 PAYOUTS RES# 2020-235	558
	110-3230-559.12-12	217		
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757	559
	110-3230-559.32-00	5,000		
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678	561
	110-3230-581.91-32	25,000		
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677	560
	110-3230-581.91-01	30,000		
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245	625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245	625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820	917
	110-3230-559.31-00	4,517		
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823	918
	110-3230-559.31-00	39,918		
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103	1684
	110-3230-559.63-00	60,000		
03/09/21	110-3230-559.39-00	(115,360)	COCOA VILLAGE CROSSWALKS RES# 21-191	2043
	110-3230-559.63-00	115,360		
	110-3230-559.39-00	(830)	CROSSWALK MARKER LIGHTS RES# 21-192	2044
	110-3230-559.52-00	830		
04/05/21	110-3230-559.31-00	(66,087)	LEE WENNER PARKING IMP RES# 21-235	2437
	110-3230-559.63-00	66,087		
05/18/21	110-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-757	3010
	110-3230-559.32-00	5,000		
18 Budget Amendments/Transfers			Division 3230 Total	$105,921
18 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**
3230 - CRA ADMIN/OPERATIONS				
10/19/20	111-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-711	2984
	111-3230-559.32-00	5,000		
	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701	209
	111-3230-559.45-00	50		
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235	558
	111-3230-559.24-00	1		
	111-3230-559.21-00	6		
	111-3230-559.22-00	7		
	111-3230-559.12-12	73		
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786	594

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	111-3230-559.31-00	3,100	APP / SURVEY 2 PARCELS RES# 2020-786		594
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102		1685
	111-3230-559.46-00	3,600			
03/15/21	111-3230-559.39-00	(600)	INC LEGAL SVCS ACCT DSCRA RES# 21-165		2161
	111-3230-559.31-01	600			
05/17/21	111-3230-559.39-00	(6,000)	10 SMER CAMP SCHOLRSHPS JLS CNTR - RES # 21-348		3155
	111-3230-559.49-00	6,000			
7 Budget Amendments/Transfers			Division 3230 Total	$0	
7 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1 Budget Amendments/Transfers			Division 3230 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
2100 - POLICE ADMIN/OPERATIONS					
04/27/21	141-2100-521.55-00	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1 Budget Amendments/Transfers			Division 2100 Total	$9,130	
1 Total Budget Amendments/Transfers			**LAW ENFORCEMENT TRUST**	**$9,130**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1 Budget Amendments/Transfers			Division 3580 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2 Budget Amendments/Transfers			Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
04/08/21	421-1515-536.52-30	(185)	MAILBOX HIT BY CITY VEH		2448
	421-1515-536.46-00	185			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/08/21	421-1515-536.12-00	(968)	MID YEAR PAYROLL ADJ	2448
	421-1515-536.12-12	968		
4 Budget Amendments/Transfers			Division 1515 Total $8,167	
4010 - WATER ADMINISTRATION				
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE	281
	421-4010-536.31-00	38,952		
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231	554
	421-4010-536.73-00	75,000		
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235	558
	421-4010-536.22-00	31		
	421-4010-536.24-00	31		
	421-4010-536.21-00	239		
	421-4010-536.12-12	3,123		
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S	405
	421-4010-536.64-00	17,000		
	421-4010-536.64-00	24,900		
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245	625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245	625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245	625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245	625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251	905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249	904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002	1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002	1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010	1846
03/09/21	421-4010-581.91-24	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
	421-4010-536.31-00	(7,647)	JUMPER METER / ENG INSPEC	2023
	421-4010-536.64-00	(17,000)	NEW LAB REFRIDGERATOR	2023
	421-4010-536.52-00	17,000		
04/27/21	421-4010-581.91-24	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4010-581.91-24	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4010-581.91-24	27,029	WS16MM MOVED TO 424 FND RES# 2021-039	2711
05/11/21	421-4010-581.91-26	927,731	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042	2927
05/25/21	421-4010-536.39-00	7,252	RECL SRF DS BUDG- S2020 RES# 2021-049	3156
22 Budget Amendments/Transfers			Division 4010 Total $801,889	
4020 - DYAL PLANT				
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera	304

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/27/20	421-4020-536.46-02	49,000	Spectrum Network Service Banana River & Viera	304
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235	558
	421-4020-536.24-00	855		
	421-4020-536.21-00	1,848		
	421-4020-536.12-12	24,153		
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553
	421-4020-536.64-00	36,458		
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245	625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245	625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219	595
	421-4020-536.41-00	49,000		
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL	870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS	870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL	870
03/09/21	421-4020-536.46-00	(31,615)	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
04/13/21	421-4020-536.46-00	(60,000)	DYAL WTP / AMMONIUM SULFA RES# 21-188	2523
	421-4020-536.52-09	(27,333)		
	421-4020-536.52-09	87,333		
	421-4020-536.43-00	(90,000)	DYAL WTP OPER EXPENSES RES# 21-262	2522
	421-4020-536.46-00	(49,000)		
	421-4020-536.52-00	1,026		
	421-4020-536.52-00	5,820		
	421-4020-536.52-00	7,495		
	421-4020-536.52-00	12,611		
	421-4020-536.52-00	14,000		
	421-4020-536.52-00	98,048		
04/27/21	421-4020-536.46-00	(147,590)	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4020-536.46-00	(70,155)		
	421-4020-536.46-00	(160,000)	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4020-536.46-00	(2,842)		
05/18/21	421-4020-536.34-00	(20,000)	EMPIRE CONSULTING FY21	3011

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/18/21	421-4020-536.56-15	20,000	EMPIRE CONSULTING FY21		3011
22	Budget Amendments/Transfers		Division 4020 Total	$34,038	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010		1846
04/08/21	421-4025-536.12-00	(152)	ACCRUAL PAYOUTS		2448
	421-4025-536.12-12	152			
11	Budget Amendments/Transfers		Division 4025 Total	$463,467	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	43,808			
	421-4055-536.63-00	100,333			
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249	904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249	904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249	904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251	905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003	1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
03/09/21	421-4055-536.46-00	7,647	JUMPER METER / ENG INSPEC	2023
04/08/21	421-4055-536.12-00	(1,095)	ACCRUAL PAYOUTS	2448
	421-4055-536.12-12	1,095		
	421-4055-536.49-00	(368)	PURCHASE CHROMEBOOK	2448
	421-4055-536.52-00	368		
04/27/21	421-4055-536.31-03	178,052	MOV BDGT FOR PO 77279 RES# 2021-039	2711
	421-4055-536.63-00	(27,029)	WS16MM MOVED TO 424 FND RES# 2021-039	2711
22	Budget Amendments/Transfers		Division 4055 Total $1,951,213	
4120 - WATER RECLAMATION				
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235	558
	421-4120-536.24-00	330		
	421-4120-536.21-00	924		
	421-4120-536.12-12	12,075		
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S	405
	421-4120-536.64-15	(10,000)		
	421-4120-536.64-15	10,000		
	421-4120-536.64-00	37,280		
	421-4120-536.64-00	40,061		
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS	1067
	421-4120-536.41-00	368		
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE	1543
	421-4120-536.49-00	2,600		
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL	1543
	421-4120-536.52-00	5,540		
03/09/21	421-4120-536.52-00	(6,000)	ANNUAL FL DEP RENEWAL	2023
	421-4120-536.49-00	6,000		
	421-4120-536.52-00	(300)	CLASSIFIED ADS	2023
	421-4120-536.49-00	300		
04/08/21	421-4120-536.12-00	(1,081)	CARROLO ENG / PO 77296	2448
	421-4120-536.31-03	1,081		
	421-4120-536.46-02	(5,771)	DEP ANNUAL SERVICE FEE	2448
	421-4120-536.49-00	5,771		
04/27/21	421-4120-536.63-00	45,243	BRANDES DESIGN PO 071959 RES# 2021-039	2711

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	421-4120-536.46-00	(149,643)	CORR GL ACCT PO 77296 RES# 2021-039		2711
	421-4120-536.56-15	600			
	421-4120-536.31-03	149,043			
05/18/21	421-4120-536.52-00	(2,700)	BUY 4 FLYGT-2085 PUMPS		3011
	421-4120-536.64-00	2,700			
12	Budget Amendments/Transfers		Division 4120 Total	$58,681	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
04/08/21	421-4125-536.12-00	(311)	ACCRUAL PAYOUTS		2448
	421-4125-536.12-12	311			
8	Budget Amendments/Transfers		Division 4125 Total	$170,850	
103	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$3,489,236**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	423-3570-538.63-00	45,000	ASSIGN AD BUDG PROJ #S	405
	423-3570-538.63-00	45,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	100,000		
	423-3570-538.63-00	190,000		
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245	625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245	625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245	625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245	625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS	870
	423-3570-538.64-00	972		
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES	933
	423-3570-538.34-00	27,979		
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012	1845
	423-3570-538.63-00	7,647		
03/17/21	423-3570-538.31-00	(2,500)	SAMSARA VEHICLE GPS SVC	2114
	423-3570-538.56-15	2,500		
04/08/21	423-3570-538.12-00	(100)	MID YEAR PAYROLL ADJ	2448
	423-3570-538.12-12	100		
	423-3570-538.63-00	(45,000)	PROJECT TXFR STORMWATER	2448
	423-3570-538.63-00	(10,890)		
	423-3570-538.63-00	14,020		
	423-3570-538.63-00	41,870		
05/18/21	423-3570-538.63-00	(30,000)	FUND MAINT FOR DIV EQUIP	3011
	423-3570-538.46-00	30,000		
16 Budget Amendments/Transfers			Division 3570 Total	$138,277
16 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**
4020 - DYAL PLANT				
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S	405
	424-4020-536.64-15	(250,000)		
	424-4020-536.64-00	(200,000)		
	424-4020-536.64-00	200,000		
	424-4020-536.63-00	250,000		
	424-4020-536.63-00	250,000		
	424-4020-536.64-15	250,000		
	424-4020-536.63-00	500,000		
	424-4020-536.63-00	600,000		
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373	1543

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/26/21	424-4020-536.64-15	12,856	CORR PROJ # PO 77373		1543
03/09/21	424-4020-536.63-00	(250,000)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	424-4020-536.63-00	31,615			
	424-4020-536.63-00	250,000			
04/27/21	424-4020-536.63-00	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-4020-536.63-00	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
5	Budget Amendments/Transfers		Division 4020 Total	$412,202	
4025 - WATER FIELD OPERATIONS					
04/13/21	424-4025-536.63-00	102,707	INTERLOCAL / COCOA BEACH RES# 21-258		2525
1	Budget Amendments/Transfers		Division 4025 Total	$102,707	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
04/13/21	424-4055-536.63-00	(102,707)	INTERLOCAL / COCOA BEACH RES# 21-258		2525
04/27/21	424-4055-536.63-00	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-4055-536.63-00	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
5	Budget Amendments/Transfers		Division 4055 Total	($161,960)	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
04/27/21	424-4125-536.63-00	(65,405)	INSITUFORM CHANGE ORDER RES# 2021-035		2714
	424-4125-536.63-00	65,405			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 4125 Total	$0	
14	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$352,949**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
05/25/21	425-4700-517.71-14	(1,751,170)	RECL SRF DS BUDG- S2020 RES# 2021-049		3156
	425-4700-591.72-14	(330,814)			
	425-4700-581.91-21	7,252			
	425-4700-591.72-15	133,732			
	425-4700-517.71-15	1,941,000			
2	Budget Amendments/Transfers		Division 4700 Total	$0	
2	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
05/11/21	426-4010-581.91-21	276,677	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
2	Budget Amendments/Transfers		Division 4010 Total	$278,477	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
05/11/21	426-4055-536.63-00	383,972	ALLOC FY20 INT EARNED W/S REV BOND / RES 21-042		2927
	426-4055-536.64-00	(225,748)	PO 76454 CCRIP CO #1 RES# 2021-042		2927

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/11/21	426-4055-536.62-00	18,218	PO 76454 CCRIP CO #1 RES# 2021-042		2927
	426-4055-536.63-00	207,530			
	426-4055-536.63-00	(57,617)	REALLOC W/S REV BOND FOR INTEREST PD / RES# 21-042		2927
	426-4055-536.63-00	572	REALLOCATE UNPSENT FY20 MGMT FEES / RES# 2021-042		2927
14	Budget Amendments/Transfers		Division 4055 Total	$30,599,552	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249		904
2	Budget Amendments/Transfers		Division 4120 Total	$2,677,196	
18	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$33,555,225**	

340 Transfers & Amendments between 10/1/2020 and 5/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **40,444,940**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 6/8/2021

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Legislation Details (With Text)

File #:	21-426	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/8/2021			**In control:**	City Council
On agenda:	6/22/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report - May 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2021
Agenda Date: June 22, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending May 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This May 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

5/31/2021

Target for May 2021 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 8,631,404	$ 1,443,025	86%
OTHER PERMITS AND FEES	$ 4,403,003		$ 3,654,097	$ 748,906	83%
INTERGOVERNMENTAL	$ 2,679,648		$ 1,955,973	$ 723,675	73%
CHARGES FOR SERVICES	$ 12,422,689		$ 8,398,947	$ 4,023,742	68%
FINES AND FORFEITURES	$ 14,813		$ 11,095	$ 3,718	75%
MISCELLANEOUS	$ 577,601		$ 613,268	$ (35,667)	106%
OTHER SOURCES (NON-REVENUE)	$ 12,193,764		$ 6,525,107	$ 5,668,657	54%
REVENUE TOTALS	**$ 42,365,947**		**$ 29,789,890**	**$ 12,576,057**	**70%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,058,421	$ 1,782	$ 14,066,784	$ 10,989,855	56%
OPERATING EXPENDITURES	$ 12,783,079	$ 2,148,820	$ 6,263,085	$ 4,371,174	66%
CAPITAL OUTLAY	$ 1,314,310	$ 533,190	$ 573,640	$ 207,480	84%
GRANTS, AIDS AND OTHER	$ 3,210,137	$ -	$ 2,613,508	$ 596,629	81%
EXPENSE TOTALS	**$ 42,365,947**	**$ 2,683,792**	**$ 23,517,017**	**$ 16,165,138**	**62%**
REVENUE TOTALS	**$ 42,365,947**	**$ -**	**$ 29,789,890**	**$ 12,576,057**	**70%**
EXPENSE TOTALS	**$ 42,365,947**	**$ 2,683,792**	**$ 23,517,017**	**$ 16,165,138**	**62%**
	$ -	**$ (2,683,792)**	**$ 6,272,873**	**$ (3,589,081)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	100,000	113,364.37	113	6,426,904	6,405,825.04	100	6,626,904	221,078.96
20	00	DELINQUENT TAXES	0	1.08		0	978.13		15,000	14,021.87
25	00	PENALTIES RE: TAXES	0	3,198.97		0	7,737.14		5,000	2,737.14-
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	100,000	116,564.42	117	6,426,904	6,414,540.31	100	6,846,904	432,363.69
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	85,009.58	184	369,152	373,764.68	101	553,736	179,971.32
312	**	SALES USE AND FUEL TAXES	46,144	85,009.58	184	369,152	373,764.68	101	553,736	179,971.32
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	127,525.46	102	1,000,000	977,459.55	98	1,500,000	522,540.45
30	00	WATER-COCOA	30,423	32,371.10	106	243,384	252,949.43	104	365,082	112,132.57
40	00	GAS	1,433	4,502.88	314	11,464	34,074.65	297	17,200	16,874.65-
80	00	PROPANE	1,666	2,430.65	146	13,328	13,828.78	104	20,000	6,171.22
314	**	UTILITY SERVICE TAX	158,522	166,830.09	105	1,268,176	1,278,312.41	101	1,902,282	623,969.59
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	56,143.77	110	410,336	437,543.18	107	615,507	177,963.82
315	**	COMMUNICATION SERVICE TAX	51,292	56,143.77	110	410,336	437,543.18	107	615,507	177,963.82
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	1,000	3,927.33	393	152,000	127,243.57	84	156,000	28,756.43
316	**	LOCAL BUSINESS TAX	1,000	3,927.33	393	152,000	127,243.57	84	156,000	28,756.43
310	***	TAXES	356,958	428,475.19	120	8,626,568	8,631,404.15	100	10,074,429	1,443,024.85
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	935.25		0	935.25-
322	**	BUILDING PERMITS	0	.00		0	935.25		0	935.25-
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	91,501.66	78	933,328	605,361.60	65	1,400,000	794,638.40
40	00	GAS	2,900	7,050.25	243	23,200	49,772.65	215	34,800	14,972.65-
70	00	SOLID WASTE	15,641	17,654.84	113	125,128	140,214.22	112	187,703	47,488.78
323	**	FRANCHISE FEES	135,207	116,206.75	86	1,081,656	795,348.47	74	1,622,503	827,154.53
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	0	58,784.32		2,614,500	2,790,935.31	107	2,614,500	176,435.31-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	F ASSMNT DELINQ TAXES	0	3.14		0	937.49		2,000	1,062.51
22 03	F ASSMNT PENALTIES	0	1,504.00		0	1,765.35		2,000	234.65
22 04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	0	60,291.46		2,614,500	2,793,638.15	107	2,768,500	25,138.15-
325 **	SPECIAL ASSESSMENT	0	60,291.46		2,614,500	2,793,638.15	107	2,768,500	25,138.15-
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	4,192.50	503	6,664	51,304.80	770	10,000	41,304.80-
35 00	FIRE INSPECTIONS	166	2,050.00	1235	1,328	12,870.00	969	2,000	10,870.00-
329 **	OTHER PERMITS & FEES	999	6,242.50	625	7,992	64,174.80	803	12,000	52,174.80-
320 ***	OTHER PERMITS & FEES	136,206	182,740.71	134	3,704,148	3,654,096.67	99	4,403,003	748,906.33
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	42,750	.00		128,250	128,250.00	100	171,000	42,750.00
20 12	BULLET PROOF GRANT	0	2,927.50		0	2,927.50		0	2,927.50-
20 15	VICTIMS OF CRIME ACT GRNT	7,640	11,882.11	156	64,054	38,701.69	60	94,623	55,921.31
20 16	INTERNET CRIMES GRANT	833	.00		6,664	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	51,223	14,809.61	29	232,565	169,879.19	73	309,220	139,340.81
39 11	FHA/FDOT LAP441205-1-5801	558	.00		1,116	70,590.82	6325	3,349	67,241.82-
39 12	USDA/FOREST SVC 26866	0	.00		15,000	13,886.10	93	15,000	1,113.90
39 *	OTHER PHYSCAL ENVIRONMENT	558	.00		16,116	84,476.92	524	18,349	66,127.92-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	51,781	14,809.61	29	248,681	254,356.11	102	327,569	73,212.89
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	5,899.65		26,000	20,100.35
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	5,899.65		26,000	20,100.35
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	61.20	1	30,410	54,802.45	180	54,741	61.45-
50 *	ECONOMIC ENVIRONMENT	6,082	61.20	1	30,410	54,802.45	180	54,741	61.45-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	6,082	61.20	1	30,410	54,802.45	180	54,741	61.45-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,916	42,216.81	101	335,328	337,734.48	101	503,000	165,265.52
12	20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	101,888	95,647.43	94	152,832	57,184.57
12	*	STATE REVENUE SHARING	54,652	54,172.74	99	437,216	433,381.91	99	655,832	222,450.09
14	00	MOBILE HOME LICENSES	1,833	498.41	27	14,664	19,654.94	134	22,000	2,345.06
15	00	ALCOHOLIC BEVERAGE	416	.00		3,328	17,502.72	526	5,000	12,502.72-
18	00	LOCAL GOVERNMENT 1/2 CENT	87,875	118,881.67	135	703,000	700,455.28	100	1,054,500	354,044.72
21	00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		12,000	7,895.48	66	16,000	8,104.52
29	21	POL PEN STATE CONTR	36,477	.00		36,477	.00		182,386	182,386.00
29	22	FIRE PEN STATE CONTR	21,029	.00		21,029	.00		105,146	105,146.00
29	*	OTHER PUBLIC SAFETY	57,506	.00		57,506	.00		287,532	287,532.00
41	00	FUEL TAX REFUNDS	2,083	.00		16,664	7,140.03	43	25,000	17,859.97
335	**	STATE SHARED REVENUES	208,365	173,552.82	83	1,244,378	1,186,030.36	95	2,065,864	879,833.64
337		GRANTS FROM LOCAL UNITS								
30	17	FIND BV-CO-20-147 DREDGIN	2,727	.00		19,089	.00		30,000	30,000.00
30	18	FIND BV-CO-20-146 BT RAMP	2,273	.00		15,911	.00		25,000	25,000.00
30	*	PHYSICAL ENVIRONMENT	5,000	.00		35,000	.00		55,000	55,000.00
40	02	AURORA ST SIDEWLK IMPROV	4,545	.00		31,815	65,000.00	204	50,000	15,000.00-
60	01	BREV CTY CARES CVD19	16,746	.00		33,492	389,884.08	1164	100,474	289,410.08-
60	*	HUMAN SERVICES	16,746	.00		33,492	389,884.08	1164	100,474	289,410.08-
337	**	GRANTS FROM LOCAL UNITS	26,291	.00		100,307	454,884.08	454	205,474	249,410.08-
330	***	INTERGOVERNMENTAL REVENUE	292,519	188,423.63	64	1,623,776	1,955,972.65	121	2,679,648	723,675.35
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	548,813	548,814.00	100	4,390,504	4,390,512.00	100	6,585,764	2,195,252.00
31	00	ADMIN FEES STORMWATER	14,895	14,897.00	100	119,160	119,176.00	100	178,749	59,573.00
40	00	CERTIFY/COPY/SEARCH	8,000	12,659.19	158	64,000	82,216.06	129	96,000	13,783.94
90	12	PASSPORT EXECUTION FEES	166	385.00	232	1,328	1,666.12	126	2,000	333.88
341	**	GENERAL GOVERNMENT	571,874	576,755.19	101	4,574,992	4,593,570.18	100	6,862,513	2,268,942.82

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		20,000	1,085.00	5	30,000	28,915.00
90 00	OTHER PUBLIC SAFETY	83	.00		664	775.00	117	1,000	225.00
90 01	FALSE ALARM FEES	708	130.00	18	5,664	4,905.00	87	8,500	3,595.00
90 *	OTHER PUBLIC SAFETY	791	130.00	16	6,328	5,680.00	90	9,500	3,820.00
342 **	PUBLIC SAFETY	3,291	130.00	4	26,328	6,765.00	26	39,500	32,735.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,341.57	104	327,288	336,817.16	103	490,941	154,123.84
37 11	ROCKLEDGE	24,041	24,317.08	101	192,328	170,317.72	89	288,493	118,175.28
37 12	SUN LAKE	317	318.06	100	2,536	2,225.28	88	3,814	1,588.72
37 13	CLNY PK-M.I.UTIL CO.	159	167.58	105	1,272	1,336.08	105	1,917	580.92
37 16	COCOA BEACH	9,407	9,396.06	100	75,256	75,319.75	100	112,886	37,566.25
37 17	CAPE CANAVERAL	7,755	7,690.99	99	62,040	61,745.13	100	93,062	31,316.87
37 18	TITUSVILLE	352	343.14	98	2,816	2,803.26	100	4,231	1,427.74
37 *	WATER BILLING SERVICES	82,942	84,574.48	102	663,536	650,564.38	98	995,344	344,779.62
39 01	SERVICE CHARGES	33,333	35,191.00	106	266,664	388,517.67	146	400,000	11,482.33
39 03	ADMIN CHARGES	31,750	51,375.00	162	254,000	293,065.00	115	381,000	87,935.00
39 04	PENALTIES	65,804	51,079.18	78	526,432	482,480.09	92	789,650	307,169.91
39 05	NSF CHECKS	2,879	2,196.90	76	23,032	18,918.82	82	34,552	15,633.18
39 *	WATER OTHER INCOME	133,766	139,842.08	105	1,070,128	1,182,981.58	111	1,605,202	422,220.42
41 10	SOLID WASTE	162,795	165,528.32	102	1,302,360	1,310,728.88	101	1,953,540	642,811.12
41 20	RECYCLING REVENUE	23,903	27,480.52	115	191,224	218,465.98	114	286,842	68,376.02
41 30	GREEN WASTE	15,783	16,270.83	103	126,264	129,415.29	103	189,399	59,983.71
41 *	GARBAGE COLLECTION	202,481	209,279.67	103	1,619,848	1,658,610.15	102	2,429,781	771,170.85
45 10	BILLING FEE - WASTE MGMT	8,709	8,980.42	103	69,672	62,743.38	90	104,519	41,775.62
45 *	GARBAGE-OTHER REVENUE	8,709	8,980.42	103	69,672	62,743.38	90	104,519	41,775.62
90 01	FDOT MEDIAN MAINT	0	.00		38,000	53,347.50	140	71,130	17,782.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		100,000	112,866.00	113	218,805	105,939.00
90 *	OTHER PHYSICAL ENVIRON	0	.00		138,000	166,213.50	120	289,935	123,721.50
343 **	PHYSICAL ENVIRONMENT	427,898	442,676.65	104	3,561,184	3,721,112.99	105	5,424,781	1,703,668.01
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	.00		0	91.95		0	91.95-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	2,500	1,601.56	64	20,000	18,262.92	91	30,000	11,737.08
39 11	TENANT MAINTENANCE FEES	100	95.96	96	800	863.64	108	1,200	336.36
39 20	COCOA CIVIC CENTER	2,083	1,206.60	58	16,664	26,416.73	159	25,000	1,416.73-
39 30	RIVERFRONT PARK	1,666	1,707.05	103	13,328	10,901.96	82	20,000	9,098.04
39 *	OTHER CULTURAL SERVICES	6,349	4,611.17	73	50,792	56,445.25	111	76,200	19,754.75
40 05	SPECIAL EVENT PERMITS	625	6,600.00	1056	5,000	17,000.00	340	7,500	9,500.00-
50 10	EVENT FEES	307	.00		2,456	1,368.51	56	3,695	2,326.49
50 30	ADVERTISING/SPONSORSHIPS	708	.00		5,664	.00		8,500	8,500.00
50 50	MISC FURNISHINGS	0	132.00		0	2,593.40		0	2,593.40-
50 *	SPECIAL REC FACILITIES	1,015	132.00	13	8,120	3,961.91	49	12,195	8,233.09
347 **	CULTURE/RECREATION	7,989	11,343.17	142	63,912	77,499.11	121	95,895	18,395.89
340 ***	CHARGES FOR SERVICES	1,011,052	1,030,905.01	102	8,226,416	8,398,947.28	102	12,422,689	4,023,741.72
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	1,609.76	131	9,872	11,095.38	112	14,813	3,717.62
351 **	JUDGMENTS AND FINES	1,234	1,609.76	131	9,872	11,095.38	112	14,813	3,717.62
350 ***	FINES AND FORFEITURES	1,234	1,609.76	131	9,872	11,095.38	112	14,813	3,717.62
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	9,861.72	269	29,384	64,388.06	219	44,083	20,305.06-
10 02	INVESTMENT INTEREST	1,224	.00		9,792	.00		14,694	14,694.00
10 10	SBA	1,224	48.53	4	9,792	593.67	6	14,694	14,100.33
10 11	INTEREST/CBOS	1,224	171.65	14	9,792	2,047.34	21	14,694	12,646.66
10 *	INTEREST	7,345	10,081.90	137	58,760	67,029.07	114	88,165	21,135.93
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	10,081.90	137	58,760	67,029.07	114	88,165	21,135.93
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	6,083.32	76	93,000	80,482.11	87	125,886	45,403.89
362 **	RENT AND ROYALTIES	8,000	6,083.32	76	93,000	80,482.11	87	125,886	45,403.89

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	6,012.67		0	9,880.12		0	9,880.12-
364 **	DISPOSITION FIXED ASSETS	0	6,012.67		0	9,880.12		0	9,880.12-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	1,879.01		0	2,729.24		0	2,729.24-
365 **	SALE SURPLUS MTRLS &SCRAP	0	1,879.01		0	2,729.24		0	2,729.24-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,167	.00		32,334	97,000.00	300	97,000	.00
10 15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		33,180	33,180.00	100	33,180	.00
366 **	CONTRIBUTIONS & DONATIONS	16,167	.00		65,514	130,180.00	199	130,180	.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	36,477-	.00		36,477-	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	21,029-	.00		21,029-	.00		0	.00
368 **	PENSION CONTRIBUTIONS	57,506-	.00		57,506-	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	13,439.24		0	69,612.22		0	69,612.22-
90 02	POLICE SECURITY SERVICES	6,250	4,180.00	67	50,000	33,127.00	66	75,000	41,873.00
90 03	CODE ENF ABATE/DEMO REV	7,916	83,310.54	1052	63,328	130,298.38	206	95,000	35,298.38-
90 04	MISC. POLICE REVENUES	83	451.04	543	664	2,121.83	320	1,000	1,121.83-
90 05	INVESTIGATIVE COSTS REIM	4,250	6,782.16	160	34,000	53,836.98	158	51,000	2,836.98-
90 09	PROPERTY REGISTRATION	625	1,100.00	176	5,000	3,600.00	72	7,500	3,900.00
90 *	OTHER MISC REVENUES	19,124	109,262.98	571	152,992	292,596.41	191	229,500	63,096.41-
96 00	INSURANCE REFUND/PROCEEDS	323	30,370.67	9403	2,584	30,370.67	1175	3,870	26,500.67-
369 **	OTHER MISC REVENUES	19,447	139,633.65	718	155,576	322,967.08	208	233,370	89,597.08-
360 ***	MISCELLANEOUS REVENUES	6,547-	163,690.55		315,344	613,267.62	195	577,601	35,666.62-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		105,000	175,000.00	167	175,000	.00
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	206,512	226,519.36	110	312,279	85,759.64
91 *	TRANSFER FROM	43,939	21,439.92	49	311,512	401,519.36	129	487,279	85,759.64

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	43,939	21,439.92	49	311,512	401,519.36	129	487,279	85,759.64
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	650,865	650,865.67	100	5,206,920	5,206,925.36	100	7,810,388	2,603,462.64
40	01	6% PILOFF	114,582	114,582.75	100	916,656	916,662.00	100	1,374,993	458,331.00
40	*	CONTRIBUTIONS	765,447	765,448.42	100	6,123,576	6,123,587.36	100	9,185,381	3,061,793.64
382	**	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	6,123,576	6,123,587.36	100	9,185,381	3,061,793.64
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	221,393	.00		1,635,538	.00		2,521,104	2,521,104.00
99	*	BALANCE FORWARD	221,393	.00		1,635,538	.00		2,521,104	2,521,104.00
389	**	NON OPERATING SOURCES	221,393	.00		1,635,538	.00		2,521,104	2,521,104.00
380	***	OTHER SOURCES(NON-REV)	1,030,779	786,888.34	76	8,070,626	6,525,106.72	81	12,193,764	5,668,657.28
FUND TOTAL		GENERAL FUND	2,822,201	2,782,733.19	99	30,576,750	29,789,890.47	97	42,365,947	12,576,056.53

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	21256	20400.10	96	.00	31895	11494.90	64
11 **	EXECUTIVE SALARIES	2657	2550.00	96	21256	20400.10	96	.00	31895	11494.90	64
12-00	REGULAR SALARIES & WAGES	1076514	900604.15	84	8640498	7360986.73	85	.00	12946693	5585706.27	57
12-06	SALARIES/CONTRACTUAL	2083	.00	0	16664	5549.25	33	.00	25000	19450.75	22
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	30148	49799.13	165	177335	362794.31	205	.00	297966	64828.31-	122
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1108745	950403.28	86	8834497	7729330.29	88	.00	13269659	5540328.71	58
13-00	OTHER SALARIES & WAGES	59276	34577.11	58	473428	356532.27	75	.00	720013	363480.73	50
13 **	OTHER SALARIES & WAGES	59276	34577.11	58	473428	356532.27	75	.00	720013	363480.73	50
14-00	OVERTIME	39424	44237.84	112	277976	368535.83	133	.00	435738	67202.17	85
14-01	COMP TIME	583	.00	0	4664	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40007	44237.84	111	282640	368535.83	130	.00	442738	74202.17	83
15-00	SPECIAL PAY	28198	21523.99	76	225584	210011.27	93	.00	338400	128388.73	62
15 **	SPECIAL PAY	28198	21523.99	76	225584	210011.27	93	.00	338400	128388.73	62
20-00	CLOTHING/SHOE ALLOWANCE	1830	.00	0	15670	10528.58	67	.00	22990	12461.42	46
20 **	CLOTHING/SHOE ALLOWANCE	1830	.00	0	15670	10528.58	67	.00	22990	12461.42	46
21-00	FICA TAXES	91278	78860.45	86	728828	652321.88	90	.00	1094783	442461.12	60
21 **	FICA TAXES	91278	78860.45	86	728828	652321.88	90	.00	1094783	442461.12	60
22-00	RETIREMENT CONTRIBUTIONS	73342	65714.96	90	586922	532631.66	91	.00	880423	347791.34	61
22-01	FIREFIGHTERS	202168	161007.15	80	1615411	1389764.17	86	.00	2424096	1034331.83	57
22-02	STATE CONTRIBUTIONS	4278-	.00	0	17096	.00	0	.00	287532	287532.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	ICMA - CITY MANAGER	1250	.00	0	10000	.00	0	.00	15000	15000.00	0
22 **	RETIREMENT CONTRIBUTIONS	272482	226722.11	83	2229429	1922395.83	86	.00	3607051	1684655.17	53
23-00	INSURANCES	24724	20751.06	84	198769	165880.06	84	.00	303748	137867.94	55
23-02	LIFE/HEALTH GF RETIREES	38984	25449.39	65	311872	286818.34	92	1782.00	467812	179211.66	62
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	320365	230838.46	72	2562920	1771718.10	69	.00	3844514	2072795.90	46
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-08	VISION INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	384073	277038.91	72	3073561	2224416.50	72	1782.00	4616074	2389875.50	48
24-00	WORKER'S COMPENSATION	56578	51390.96	91	451612	426400.08	94	.00	678365	251964.92	63
24 **	WORKER'S COMPENSATION	56578	51390.96	91	451612	426400.08	94	.00	678365	251964.92	63
25-00	UNEMPLOYMENT COMPENSATION	1336	.00	0	2672	13012.55	487	.00	13013	.45	100
25 **	UNEMPLOYMENT COMPENSATION	1336	.00	0	2672	13012.55	487	.00	13013	.45	100
27-00	BENEFIT OFFSET	18584	17060.00	92	149108	132898.66	89	.00	223440	90541.34	60
27 **	BENEFIT OFFSET	18584	17060.00	92	149108	132898.66	89	.00	223440	90541.34	60
31-00	PROFESSIONAL SERVICES	51169	16432.13	32	374267	224310.57	60	245929.64	581057	110816.79	81
31-01	LEGAL EXPENSES	37705	42321.02	112	301640	232066.72	77	181019.28	452473	39387.00	91
31-02	MEDICAL SERVICES	4035	418.50	10	32280	35847.98	111	10503.02	48420	2069.00	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	9000	13500.00	150	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	20000	12787.20	64	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	6228.00	137	31822	33152.00	104	15841.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	11626.00	213	38178	36346.80	95	13401.20	60000	10252.00	83

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-33	EMPLOYEE HEALTH CENTER	16602	6128.64	37	132816	105634.14	80	92320.86	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	123136	83154.29	68	940003	693645.41	74	559015.00	1434688	182027.59	87
32-00	ACCOUNTING & AUDITING	6833	2000.00	29	54664	72000.00	132	1000.00	82000	9000.00	89
32 **	ACCOUNTING & AUDITING	6833	2000.00	29	54664	72000.00	132	1000.00	82000	9000.00	89
34-00	CONTRACT SERVICES	84392	74627.62	88	747450	571194.68	76	331436.35	1084177	181545.97	83
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	175136.21	107	1310664	1220232.28	93	.00	1966000	745767.72	62
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18984	26359.52	139	148246	117991.58	80	105020.68	224190	1177.74	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	267209	276123.35	103	2206360	1909418.54	87	436457.03	3274367	928491.43	72
39-00	CONTINGENCY	19764	.00	0	174648	.00	0	.00	253719	253719.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	26682	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	24211	.00	0	201330	.00	0	.00	253719	253719.00	0
40-00	TRAVEL & PER DIEM	6758	1223.02	18	58256	6694.54	12	.00	85380	78685.46	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6758	1223.02	18	58256	6694.54	12	.00	85380	78685.46	8
41-00	COMMUNICATION	13364	12218.35	91	110194	100608.72	91	51358.05	163704	11737.23	93
41 **	COMMUNICATION	13364	12218.35	91	110194	100608.72	91	51358.05	163704	11737.23	93
42-00	POSTAGE & FREIGHT	35860	35540.05	99	289098	242469.26	84	167893.23	431854	21491.51	95
42 **	POSTAGE & FREIGHT	35860	35540.05	99	289098	242469.26	84	167893.23	431854	21491.51	95
43-00	ELECTRIC/WATER/SEWER	67288	51709.18	77	526054	345340.28	66	344775.01	795234	105118.71	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	67288	51709.18	77	526054	345340.28	66	344775.01	795234	105118.71	87
44-00	RENTALS AND LEASES	11550	4909.74	43	92401	111894.56	121	17768.79	138649	8985.65	94
44 **	RENTALS AND LEASES	11550	4909.74	43	92401	111894.56	121	17768.79	138649	8985.65	94
45-00	INSURANCE	47418	.00	0	379430	367817.75	97	.00	569154	201336.25	65
45 **	INSURANCE	47418	.00	0	379430	367817.75	97	.00	569154	201336.25	65
46-00	REPAIRS & MAINTENANCE	23267	15178.17	65	487025	328308.60	67	75559.36	568163	164295.04	71
46-02	REPAIR/MAINT BUILDING	23516	14868.01	63	176736	106172.42	60	37094.14	270809	127542.44	53
46-03	REPAIR/MAINT-VEHICLES	12154	24541.79	202	226982	180005.50	79	850.00	275656	94800.50	66
46-05	HYDRANT FEES	19246	19210.38	100	153968	153683.04	100	.00	230960	77276.96	67
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	78183	73798.35	94	1044711	768169.56	74	113503.50	1345588	463914.94	66
47-00	PRINTING & BINDING	16133	10690.40	66	109743	74375.43	68	69629.04	168419	24414.53	86
47 **	PRINTING & BINDING	16133	10690.40	66	109743	74375.43	68	69629.04	168419	24414.53	86
48-00	PROMOTIONAL ACTIVITIES	3255	1020.70	31	50203	24620.91	49	287.20	63275	38366.89	39
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	6664	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4088	1020.70	25	56867	24620.91	43	287.20	73275	48366.89	34
49-00	OTHER CHARGES & OBLIG.	34448	104568.60	304	203731	189991.33	93	123746.41	339946	26208.26	92
49-02	ADVERTISING	231	.00	0	1401	1844.02	132	.00	2345	500.98	79
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3328	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2674.57-	0	0	31029.94-	0	.00	0	31029.94	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	10548	10000.00	95	.00	15000	5000.00	67

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	36205	101894.03	281	219008	170805.41	78	123746.41	362291	67739.18	81
51-00	OFFICE SUPPLIES	3162	1883.74	60	27336	12689.36	46	.00	40097	27407.64	32
51 **	OFFICE SUPPLIES	3162	1883.74	60	27336	12689.36	46	.00	40097	27407.64	32
52-00	OPERATING SUPPLIES	62799	44203.94	70	471021	534986.41	114	68433.68	723100	119679.91	83
52-02	UNIFORMS	2811	351.92	13	22488	10093.98	45	14027.22	33750	9628.80	72
52-05	EMS 1st RESP-CONSUM SUPP	3803	4821.11	127	30424	31161.46	102	11340.91	45640	3137.63	93
52-07	JANITORIAL SUPPLIES	3072	1716.48	56	24576	17641.36	72	.00	36886	19244.64	48
52-10	HEATING FUEL	247	235.06	95	1976	1875.92	95	1092.08	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	652	.00	0	2074	3513.00	169	1171.00	4684	.00	100
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	2444	.00	0	13198	276.78	2	21683.72	22971	1010.50	96
52-22	BULLET PROOF V 2020	3087	.00	0	21609	14052.00	65	19908.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	17413	16649.62	96	137081	102609.19	75	.00	206784	104174.81	50
52-33	EMPLOYEE HEALTH CENTER	8379	1049.09	13	67032	40162.05	60	60385.95	100548	.00	100
52 **	OPERATING SUPPLIES	104707	69027.22	66	791479	756372.15	96	198042.56	1211291	256876.29	79
53-00	ROAD MATERIALS/SUPPLIES	2333	673.60	29	18664	13837.99	74	4374.16	28000	9787.85	65
53 **	ROAD MATERIALS/SUPPLIES	2333	673.60	29	18664	13837.99	74	4374.16	28000	9787.85	65
54-00	MEMBERSHIP/PUBLICATIONS	4892	1112.48	23	48914	39755.24	81	.00	68565	28809.76	58
54 **	MEMBERSHIP/PUBLICATIONS	4892	1112.48	23	48914	39755.24	81	.00	68565	28809.76	58
55-00	TRAINING	7977	5043.13	63	82709	37971.69	46	5040.00	121668	78656.31	35
55-01	EDA PROGRAM	833	156.00	19	6664	3968.00	60	.00	10000	6032.00	40
55 **	TRAINING	8810	5199.13	59	89373	41939.69	47	5040.00	131668	84688.31	36
56-15	IT-RELATED OPERATING EXP	170461	12209.39	7	1419724	510630.52	36	42065.06	2111271	1558575.42	26
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	9240	.00	0	13865.00	13865	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	171616	12209.39	7	1428964	510630.52	36	55930.06	2125136	1558575.42	27
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	3000.00	8	280164	320202.50	114	90126.54	425985	15655.96	96
63-04	FDOT LAP 2020-SIDEWALKS	29-	78150.62	9485-	3467	.00	0	.00	3348	3348.00	0
63 **	INFRASTRUCTURE	36423	81150.62	223	283631	320202.50	113	90126.54	429333	19003.96	96
64-00	MACHINERY AND EQUIPMENT	69063	3710.00-	5-	519402	220257.58	42	443063.90	795670	132348.52	83
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	33678	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	22120	33180.00	150	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77441	3710.00-	5-	575200	253437.58	44	443063.90	884977	188475.52	79
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	652368	978561.00	150	.00	978561	.00	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	652368	978561.00	150	.00	978561	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	57348	85000.00	148	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	30410	54802.45	180	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	87758	139802.45	159	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	2597	4084.00	157	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	217896	326846.00	150	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145372.50	100	1163800	1164214.98	100	.00	1745706	581491.02	67
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145372.50	84	1384293	1495144.98	108	.00	2076635	581490.02	72
FUND 001	TOTAL *********										
	GENERAL FUND	3484085	2671564.79	77	28164384	23517017.67	84	2683792.48	42365947	16165136.85	62
GRAND	TOTAL *********										
		3484085	2671564.79	77	28164384	23517017.67	84	2683792.48	42365947	16165136.85	62

FY 2021 Budget by Classification Report - Summary Listing

5/31/2021

Target for May 2021 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 43,578,036	$ 22,948,340	66%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 112,711	$ (19,633)	121%
OTHER SOURCES (NON-REVENUE)	$ 12,056,767		$ 393,023	$ 11,663,744	3%
REVENUE TOTALS	**$ 78,676,221**	-	**$ 44,083,770**	**$ 34,592,451**	**56%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,168,081	$ -	$ 8,776,324	$ 8,391,757	51%
OPERATING EXPENDITURES	$ 28,545,682	$ 5,070,462	$ 13,877,557	$ 9,597,663	66%
CAPITAL OUTLAY	$ 3,198,263	$ 1,492,552	$ 654,380	$ 1,051,331	67%
GRANTS, AIDS AND OTHER	$ 29,764,197	$ -	$ 23,364,175	$ 6,400,022	78%
EXPENSE TOTALS	**$ 78,676,221**	**$ 6,563,014**	**$ 46,672,436**	**$ 25,440,773**	68%
REVENUE TOTALS	**$ 78,676,221**	**$ -**	**$ 44,083,770**	**$ 34,592,451**	**56%**
EXPENSE TOTALS	**$ 78,676,221**	**$ 6,563,014**	**$ 46,672,436**	**$ 25,440,773**	**68%**
	$ -	$ (6,563,014)	$ (2,588,666)	$ 9,151,678	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,711,112	4,611,240.54	98	37,688,896	36,160,627.98	96	56,533,349	20,372,721.02
33	00	WATER CONNECTION FEE	44,592	37,781.63	85	356,736	356,772.07	100	535,105	178,332.93
33	*	WATER CONNECTION FEE	44,592	37,781.63	85	356,736	356,772.07	100	535,105	178,332.93
36	00	WATER HYDRANT FEES	249,222	308,190.14	124	1,993,776	2,423,951.93	122	2,990,667	566,715.07
39	06	HYDRANT RESID FLOW TEST	133	840.00	632	1,064	6,020.00	566	1,600	4,420.00-
39	07	BACKFLOW DEVICE TEST	12,083	18,268.51	151	96,664	143,644.97	149	145,000	1,355.03
39	08	JUMPER METERS	58	310.00	535	464	1,430.00	308	700	730.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	7,960.00	796	8,000	30,620.00	383	12,000	18,620.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	328	793.36	242	500	293.36-
39	*	WATER OTHER INCOME	13,315	27,483.93	206	106,520	182,508.33	171	159,800	22,708.33-
51	00	SEWER SALES	491,570	501,545.90	102	3,932,560	4,193,740.78	107	5,898,843	1,705,102.22
51	*	SEWER SALES	491,570	501,545.90	102	3,932,560	4,193,740.78	107	5,898,843	1,705,102.22
59	01	GREASE TRAP PERMITS	516	733.92	142	4,128	5,672.39	137	6,200	527.61
60	00	REUSE WATER SALES	32,951	22,629.31	69	263,608	240,404.85	91	395,412	155,007.15
60	01	REUSE WATER INSTALLATION	583	353.65	61	4,664	14,357.90	308	7,000	7,357.90-
60	*	REUSE WATER SALES	33,534	22,982.96	69	268,272	254,762.75	95	402,412	147,649.25

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,509,959.02	99	44,350,888	43,578,036.23	98	66,526,376	22,948,339.77
340	***	CHARGES FOR SERVICES	5,543,861	5,509,959.02	99	44,350,888	43,578,036.23	98	66,526,376	22,948,339.77
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	9,402.75	564	13,328	69,643.11	523	20,000	49,643.11-
10	02	INVESTMENT INTEREST	1,250	42.65	3	10,000	508.69	5	15,000	14,491.31
10	11	INTEREST/CBOS	416	.00		3,328	.00		5,000	5,000.00
10	*	INTEREST	3,332	9,445.40	284	26,656	70,151.80	263	40,000	30,151.80-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	9,445.40	284	26,656	70,151.80	263	40,000	30,151.80-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	0	17,208.39		0	17,208.39		0	17,208.39-
364	**	DISPOSITION FIXED ASSETS	0	17,208.39		0	17,208.39		0	17,208.39-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		2,000	5,122.34	256	3,000	2,122.34-
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		2,000	5,122.34	256	3,000	2,122.34-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	4,220.29	104	32,512	18,928.05	58	48,778	29,849.95
90	*	OTHER MISC REVENUES	4,064	4,220.29	104	32,512	18,928.05	58	48,778	29,849.95
369	**	OTHER MISC REVENUES	4,064	4,220.29	104	32,512	18,928.05	58	48,778	29,849.95
360	***	MISCELLANEOUS REVENUES	7,754	30,874.08	398	62,032	112,710.58	182	93,078	19,632.58-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	29,675	.00		59,350	.00		178,052	178,052.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 25	RESTRICTED ASSETS (425)	1,450	.00		1,450	.00		7,252	7,252.00
91 26	WS CPTL PROJ 2018B (426)	55,335	276,677.00	500	55,335	276,677.00	500	276,677	.00
91 *	TRANSFER FROM	86,460	276,677.00	320	116,135	276,677.00	238	461,981	185,304.00
381 **	INTERFUND TRANSFER	86,460	276,677.00	320	116,135	276,677.00	238	461,981	185,304.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION OFFSITE IMP	0	.00		0	48,575.00		0	48,575.00-
82 00	CONTRIBUTION S MAINLAND	0	1,775.96-		0	.00		0	.00
83 00	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83 *	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99 50	FUND BAL-APPROP. RESERVES	1,070,353	.00		7,313,378	.00		11,594,786	11,594,786.00
99 *	BALANCE FORWARD	1,070,353	.00		7,313,378	.00		11,594,786	11,594,786.00
389 **	NON OPERATING SOURCES	1,070,353	1,775.96-		7,313,378	116,345.86	2	11,594,786	11,478,440.14
380 ***	OTHER SOURCES(NON-REV)	1,156,813	274,901.04	24	7,429,513	393,022.86	5	12,056,767	11,663,744.14
FUND TOTAL	WATER/SEWER FUND	6,708,428	5,815,734.14	87	51,842,433	44,083,769.67	85	78,676,221	34,592,451.33

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
11 **	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
12-00	REGULAR SALARIES & WAGES	781867	579351.49	74	6258542	4708697.91	75	.00	9386052	4677354.09	50
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9744	16755.94	172	68772	134885.21	196	.00	107766	27119.21-	125
12 **	REGULAR SALARIES & WAGES	791611	596107.43	75	6327314	4843583.12	77	.00	9493818	4650234.88	51
13-00	OTHER SALARIES & WAGES	60584	41411.83	68	484672	383424.29	79	.00	727064	343639.71	53
13 **	OTHER SALARIES & WAGES	60584	41411.83	68	484672	383424.29	79	.00	727064	343639.71	53
14-00	OVERTIME	57644	47670.05	83	461152	415273.99	90	.00	691762	276488.01	60
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	47670.05	83	461152	415273.99	90	.00	691762	276488.01	60
15-00	SPECIAL PAY	150	150.00	100	1200	1200.00	100	.00	1800	600.00	67
15 **	SPECIAL PAY	150	150.00	100	1200	1200.00	100	.00	1800	600.00	67
20-00	CLOTHING/SHOE ALLOWANCE	1507	127.65	9	14816	18601.92	126	.00	20870	2268.08	89
20 **	CLOTHING/SHOE ALLOWANCE	1507	127.65	9	14816	18601.92	126	.00	20870	2268.08	89
21-00	FICA TAXES	68281	51250.98	75	545738	423834.76	78	.00	818898	395063.24	52
21 **	FICA TAXES	68281	51250.98	75	545738	423834.76	78	.00	818898	395063.24	52
22-00	RETIREMENT CONTRIBUTIONS	97490	73551.33	75	990512	824315.99	83	.00	1388749	564433.01	59
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	73551.33	75	990512	824315.99	83	.00	1388749	564433.01	59
23-00	INSURANCES	20968	14976.22	71	167744	118923.38	71	.00	251635	132711.62	47
23-02	LIFE/HEALTH RETIREES	14381	10248.84	71	115048	107705.69	94	.00	172579	64873.31	62
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	242637	160757.24	66	1941096	1251434.27	65	.00	2911682	1660247.73	43
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	277986	185982.30	67	2223888	1478063.34	67	.00	3335896	1857832.66	44
24-00	WORKER'S COMPENSATION	44432	35855.54	81	355250	298174.92	84	.00	533024	234849.08	56
24 **	WORKER'S COMPENSATION	44432	35855.54	81	355250	298174.92	84	.00	533024	234849.08	56
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	4129.77	124	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3328	4129.77	124	.00	5000	870.23	83
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11200.00	89	100800	85721.64	85	.00	151200	65478.36	57
27 **	BENEFIT OFFSET	12600	11200.00	89	100800	85721.64	85	.00	151200	65478.36	57
31-00	PROFESSIONAL SERVICES	166006	6017.03	4	1323848	127706.55	10	218023.86	1987882	1642151.59	17
31-01	LEGAL EXPENSES	45636	427.30	1	364868	65359.75	18	42061.63	547421	439999.62	20
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	188905	104978.81	56	1180211	670272.61	57	1113862.44	1935843	151707.95	92
31-33	EMPLOYEE HEALTH CENTER	11865	4408.32	37	94920	75982.59	80	66406.41	142389	.00	100
31 **	PROFESSIONAL SERVICES	412412	115831.46	28	2963847	939321.50	32	1440354.34	4613535	2233859.16	52
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	99303	35922.62	36	822131	175916.91	21	287072.05	1219377	756388.04	38
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	4390504	4390512.00	100	.00	6585764	2195252.00	67
34 **	CONTRACT SERVICES	648116	584736.62	90	5212635	4566428.91	88	287072.05	7805141	2951640.04	62
39-00	CONTINGENCY	6140	.00	0	297854	.00	0	.00	322422	322422.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	6140	.00	0	297854	.00	0	.00	322422	322422.00	0
40-00	TRAVEL AND PER DIEM	1440	.00	0	11520	2613.60	23	.00	17308	14694.40	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	.00	0	11520	2613.60	23	.00	17308	14694.40	15
41-00	COMMUNICATION	17926	11517.44	64	138851	132472.12	95	57484.34	210577	20620.54	90
41 **	COMMUNICATION	17926	11517.44	64	138851	132472.12	95	57484.34	210577	20620.54	90
42-00	FREIGHT & POSTAGE SERVICE	2038	60.94	3	16304	1268.24	8	.00	24490	23221.76	5
42 **	FREIGHT & POSTAGE SERVICE	2038	60.94	3	16304	1268.24	8	.00	24490	23221.76	5
43-00	ELECTRIC/WATER/SEWER	188200	135522.74	72	1595600	929430.09	58	1048407.63	2348430	370592.28	84
43 **	ELECTRIC/WATER/SEWER	188200	135522.74	72	1595600	929430.09	58	1048407.63	2348430	370592.28	84
44-00	RENTAL AND LEASES	3519	400.00	11	28152	12836.59	46	1600.00	42250	27813.41	34
44 **	RENTAL AND LEASES	3519	400.00	11	28152	12836.59	46	1600.00	42250	27813.41	34
45-00	INSURANCE	38000	.00	0	402022	397095.91	99	.00	557551	160455.09	71
45 **	INSURANCE	38000	.00	0	402022	397095.91	99	.00	557551	160455.09	71
46-00	REPAIRS & MAINTENANCE	490714	259958.38	53	4466186	3327649.65	75	584826.45	6429072	2516595.90	61
46-02	REPAIR/MAINT BUILDING	21832	878.46	4	194341	41035.21	21	22111.00	281694	218547.79	22
46-03	REPAIR/MAINT-VEHICLES	20267	40865.02	202	162136	114326.95	71	.00	243232	128905.05	47
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	532813	301701.86	57	4822663	3483011.81	72	606937.45	6953998	2864048.74	59
47-00	PRINTING & BINDING	603	.00	0	4824	4250.20	88	.00	7280	3029.80	58
47 **	PRINTING & BINDING	603	.00	0	4824	4250.20	88	.00	7280	3029.80	58
48-00	PROMOTIONAL ACTIVITIES	1666	125.00	8	13328	4810.00	36	2537.20	20000	12652.80	37
48 **	PROMOTIONAL ACTIVITIES	1666	125.00	8	13328	4810.00	36	2537.20	20000	12652.80	37

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-00	OTHER CHARGES & OBLIG.	5749	1144.23	20	35219	51580.02	147	.00	58253	6672.98	89
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4008.40-	0	0	43969.71-	0	.00	0	43969.71	0
49-08	CASH OVER & UNDER	0	66.70-	0	0	9.91-	0	.00	0	9.91	0
49-09	DOCUMENT RECORDING CHGS	250	160.00-	64-	2000	4190.00-	210-	.00	3000	7190.00	140-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	5999	3090.87-	52-	37219	3410.40	9	.00	61253	57842.60	6
51-00	OFFICE SUPPLIES	1813	513.20	28	14504	5071.59	35	.00	21802	16730.41	23
51 **	OFFICE SUPPLIES	1813	513.20	28	14504	5071.59	35	.00	21802	16730.41	23
52-00	OPERATING SUPPLIES	75502	47098.08	62	459910	494672.76	108	70119.28	761969	197176.96	74
52-07	JANITORIAL SUPPLIES	769	618.70	81	6152	2549.65	41	.00	9240	6690.35	28
52-09	CHEMICALS	327982	312352.82	95	2563856	2460987.43	96	1339871.85	3875792	74932.72	98
52-30	FUEL OIL & LUBRICANTS	25587	23965.90	94	204882	125032.92	61	60590.25	307261	121637.83	60
52-33	EMPLOYEE HEALTH CENTER	6027	754.61	13	48216	28888.49	60	43435.51	72324	.00	100
52 **	OPERATING SUPPLIES	435867	384790.11	88	3283016	3112131.25	95	1514016.89	5026586	400437.86	92
53-00	ROAD MATERIALS/SUPPLIES	2498	2148.30	86	19984	3149.50	16	17305.68	30000	9544.82	68
53 **	ROAD MATERIALS/SUPPLIES	2498	2148.30	86	19984	3149.50	16	17305.68	30000	9544.82	68
54-00	MEMBERSHIP/PUBLICATIONS	3241	.00	0	25928	34303.49	132	.00	38923	4619.51	88
54 **	MEMBERSHIP/PUBLICATIONS	3241	.00	0	25928	34303.49	132	.00	38923	4619.51	88
55-00	TRAINING	8238	1936.79	24	65406	17880.35	27	14450.00	98399	66068.65	33
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	1936.79	24	65406	17880.35	27	14450.00	98399	66068.65	33
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	28983	10477.47	36	233948	228071.61	98	80296.08	345737	37369.31	89

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	28983	10477.47	36	233948	228071.61	98	80296.08	345737	37369.31	89
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	207838	14410.50	7	1315019	291144.22	22	975218.08	2146399	880036.70	59
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	207838	14410.50	7	1315019	291144.22	22	975218.08	2146399	880036.70	59
64-00	MACHINERY & EQUIPMENT	78357	41725.42	53	598415	363236.06	61	517333.64	911864	31294.30	97
64-15	IT HARDWARE	11790	.00	0	92826	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	90147	41725.42	46	691241	363236.06	53	517333.64	1051864	171294.30	84
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
73 **	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	800	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	661062	650865.67	99	5257905	5206925.36	99	.00	7902158	2695232.64	66
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1029525	.00	0	7806004	11484879.00	147	.00	11924110	439231.00	96
91-25	TO RESTRICTED ASSET 425	629917	704473.44	112	5039336	4756777.92	94	.00	7559005	2802227.08	63
91-26	WS CPTL PROJ 2018B 426	185546	927731.00	500	185546	927731.00	500	.00	927731	.00	100
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2506050	2283070.11	91	18288791	22376313.28	122	.00	28313004	5936690.72	79
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	916656	916662.00	100	.00	1374993	458331.00	67
95 **	NONOPERATING	114582	114582.75	100	916656	916662.00	100	.00	1374993	458331.00	67
FUND 421	TOTAL ********* WATER/SEWER FUND	6670930	5043766.95	76	51983782	46672436.46	90	6563013.38	78676223	25440773.16	68
GRAND	TOTAL *********	6670930	5043766.95	76	51983782	46672436.46	90	6563013.38	78676223	25440773.16	68

FY 2021 Budget by Classification Report - Summary Listing

5/31/2021

Target for May 2021 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,750,138	$ 61,131	97%
CHARGES FOR SERVICES	$ -		$ (799)	$ 799	100%
INTERGOVERNMENTAL/GRANT	$ -			$ -	0%
MISCELLANEOUS	$ -		$ 5,281	$ (5,281)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,754,620**	**$ 194,926**	**90%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 312,859	$ 263,245	54%
OPERATING EXPENDITURES	$ 841,358	$ 83,295	$ 356,889	$ 401,174	52%
CAPITAL OUTLAY	$ 532,084	$ 287,663	$ 122,219	$ 122,202	77%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 370,958**	**$ 791,967**	**$ 786,621**	**60%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,754,620**	**$ 194,926**	**90%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 370,958**	**$ 791,967**	**$ 786,621**	**60%**
	$ -	**$ (370,958)**	**$ 962,653**	**$ (591,695)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	34,855.72		1,661,269	1,749,135.07	105	1,661,269	87,866.07-
23 03	PENALTIES	0	956.54		0	1,002.53		0	1,002.53-
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	0	35,812.26		1,661,269	1,750,137.60	105	1,811,269	61,131.40
325 **	SPECIAL ASSESSMENT	0	35,812.26		1,661,269	1,750,137.60	105	1,811,269	61,131.40
320 ***	OTHER PERMITS & FEES	0	35,812.26		1,661,269	1,750,137.60	105	1,811,269	61,131.40
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	25.72-		0	798.69-		0	798.69
91 *	STORMWATER FEES	0	25.72-		0	798.69-		0	798.69
343 **	PHYSICAL ENVIRONMENT	0	25.72-		0	798.69-		0	798.69
340 ***	CHARGES FOR SERVICES	0	25.72-		0	798.69-		0	798.69
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	836.84		0	5,276.10		0	5,276.10-
10 10	SBA	0	.38		0	4.64		0	4.64-
10 *	INTEREST	0	837.22		0	5,280.74		0	5,280.74-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	837.22		0	5,280.74		0	5,280.74-
364	DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	837.22		0	5,280.74		0	5,280.74-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		82,968	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		82,968	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		82,968	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		82,968	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	36,623.76	265	1,744,237	1,754,619.65	101	1,949,546	194,926.35

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28770	23131.20	80	230262	191143.98	83	.00	345347	154203.02	55
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	226	.00	0	1497	2403.27	161	.00	2404	.73	100
12 **	REGULAR SALARIES & WAGES	28996	23131.20	80	231759	193547.25	84	.00	347751	154203.75	56
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	338.22	122	2224	3239.68	146	.00	3341	101.32	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	338.22	122	2224	3239.68	146	.00	3341	101.32	97
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	400	600.00	150	.00	600	.00	100
21-00	FICA TAXES	2206	1754.12	80	17632	14800.81	84	.00	26461	11660.19	56
21 **	FICA TAXES	2206	1754.12	80	17632	14800.81	84	.00	26461	11660.19	56
22-00	RETIREMENT CONTRIBUTIONS	2902	2346.95	81	23213	19480.53	84	.00	34837	15356.47	56
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2346.95	81	23213	19480.53	84	.00	34837	15356.47	56
23-00	INSURANCES	624	504.86	81	4992	3640.89	73	.00	7488	3847.11	49
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	8475	5923.16	70	67800	45038.40	66	.00	101710	56671.60	44
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9099	6428.02	71	72792	48679.29	67	.00	109198	60518.71	45
24-00	WORKER'S COMPENSATION	4094	3539.42	87	32731	29469.97	90	.00	49116	19646.03	60

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	4094	3539.42	87	32731	29469.97	90	.00	49116	19646.03	60
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	3200	3041.56	95	.00	4800	1758.44	63
27 **	BENEFIT OFFSET	400	400.00	100	3200	3041.56	95	.00	4800	1758.44	63
31-00	PROFESSIONAL SERVICES	8051	162.50	2	66193	13240.42	20	55374.43	98401	29786.15	70
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	215.04	37	4632	3706.49	80	3239.51	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	377.54	4	71153	16946.91	24	58613.94	105847	30286.15	71
34-00	CONTRACT SERVICES	4214	2146.31	51	28116	34507.49	123	4359.49	44979	6112.02	86
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	122372	119176.00	97	.00	180770	61594.00	66
34 **	CONTRACT SERVICES	18811	17043.31	91	150488	153683.49	102	4359.49	225749	67706.02	70
39-00	CONTINGENCY	19088	.00	0	156778	.00	0	.00	233133	233133.00	0
39 **	CONTINGENCY	19088	.00	0	156778	.00	0	.00	233133	233133.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1896	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	160.96	87	1488	1272.76	86	959.24	2232	.00	100
41 **	COMMUNICATION	186	160.96	87	1488	1272.76	86	959.24	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	328	104.53	32	.00	500	395.47	21
42 **	POSTAGE & FREIGHT	41	.00	0	328	104.53	32	.00	500	395.47	21
43-00	ELECTRIC/WATER/SEWER	1520	869.26	57	12160	6376.54	52	9968.04	18240	1895.42	90
43 **	ELECTRIC/WATER/SEWER	1520	869.26	57	12160	6376.54	52	9968.04	18240	1895.42	90
44-00	RENTALS AND LEASES	208	.00	0	1664	250.00	15	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	1664	250.00	15	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	6552	8639.29	132	.00	9828	1188.71	88

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45 **	INSURANCE	819	.00	0	6552	8639.29	132	.00	9828	1188.71	88
46-00	REPAIRS & MAINTENANCE	17874	8893.20	50	92576	139131.84	150	4422.39	164076	20521.77	88
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	1918.17	52	29600	15713.04	53	.00	44400	28686.96	35
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	21574	10811.37	50	122176	154844.88	127	4422.39	208476	49208.73	76
47-00	PRINTING & BINDING	83	.00	0	664	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	664	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	130.21-	0	0	1668.33-	0	.00	0	1668.33	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	130.21-	0	0	1668.33-	0	.00	0	1668.33	0
51-00	OFFICE SUPPLIES	41	.00	0	328	105.76	32	.00	500	394.24	21
51 **	OFFICE SUPPLIES	41	.00	0	328	105.76	32	.00	500	394.24	21
52-00	OPERATING SUPPLIES	1062	1418.19	134	8496	4793.28	56	1243.12	12751	6714.60	47
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	1526.74	254	4816	7642.29	159	.00	7224	418.29-	106
52-33	EMPLOYEE HEALTH CENTER	294	36.82	13	2352	1409.20	60	2118.80	3528	.00	100
52 **	OPERATING SUPPLIES	1958	2981.75	152	15664	13844.77	88	3361.92	23503	6296.31	73
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	165.00	33	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	496	165.00	33	.00	750	585.00	22
55-00	TRAINING	312	774.00	248	2496	1633.50	65	.00	3750	2116.50	44
55 **	TRAINING	312	774.00	248	2496	1633.50	65	.00	3750	2116.50	44

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	357	230.00	64	1071	690.00	64	1610.00	2500	200.00	92
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	1071	690.00	64	1610.00	2500	200.00	92
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	22431	4312.00	19	216807	122218.50	56	68090.67	306534	116224.83	62
63 **	INFRASTRUCTURE	22431	4312.00	19	216807	122218.50	56	68090.67	306534	116224.83	62
64-00	MACHINERY & EQUIPMENT	19074	.00	0	149254	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	149254	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	75367.91	46	1295414	791966.69	61	370958.19	1949546	786621.12	60
GRAND	TOTAL *********	163498	75367.91	46	1295414	791966.69	61	370958.19	1949546	786621.12	60