City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, May 24, 2022 | **6:00 PM** | **Cocoa City Council Chambers**

To view this Meeting, please visit the Video Archives page

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-303 Approve the Agenda for the Regular meeting of May 24, 2022, as presented or with amendments.

Attachments: 05-24-2022 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 22-313 Proclamation: Proclaiming the Week of May 15-21, 2022 as: "Emergency Medical Services Week". (Chief Lamm)

Attachments: Emergency Medical Services Week.pdf

III.2 22-318 Proclamation: Proclaiming the First Friday of June, June 3rd, as “National Gun Violence Awareness Day.” (Deputy Mayor Hearn)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 22-245 Approve a Resolution Amending the FY 2022 Budget, BAF# 22-065-T, by Transferring Funds from the Dyal Water Treatment Plant (WTP) Repairs and Maintenance 421-4020-536.46-00 into the Water & Sewer Machinery & Equipment Account Number 421-4020-536.64-00 to Reallocate Funds Because of Unexpected Expenditures. Authorize the City Manager to approve change orders to Pro-Co Inc with a contingency of up to 10% or a total amount not to exceed $54,723. (Utilities Director)

Attachments: 2 new actuator quote.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-065-T-UT-Limitorque and Rexa Actuator Replace (5-24-22) Agenda 22-
REXA Contingency Agenda 22-245 - .doc

V.2 22-281 Approve the Police Department to Apply for the FY2022 Bullet Proof Vest Grant. (Chief of Police)

Attachments: BVP Application - FY 23 Rev - eForm.pdf

V.3 22-304 Consideration of Resolution No. 2022-045, which Amends Resolution No. 2021-029 designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (City Manager)

Attachments: Resolution No. 2021-029 (Designation of Sgt. George Lee Taylor Sr., Memorial
Resolution No. 2022-045: Highway Designation-Sgt. George Lee Taylor Sr..pdf

MULTI-YEAR CONTRACTS:

V.4(b) 22-185

Approve Participation a Multi-Year Cooperative Purchase Agreement with Graybar Electric Company, Inc. for Electrical, Lighting, Data Communications, Security Products, and Related Products, Services and Solutions Utilizing the City of Kansas City, MO (Omnia Partners) Contract EV2370 Effective February 1, 2018 through January 31, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)

Attachments:
EV2370_Graybar_MAD_2017_12_20.pdf
Graybar COI exp. 7.1.22.pdf
SIGNED E-Verify Contractor Affiavit.pdf
EV2370_Graybar_AM1_2016-06-17.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract (Graybar Elect
EV-2370 Appendix B-1 Electrical & Lighting Discount Schedule 03 26 2019.pdf
EV-2370 Appendix B-2 Communication Networking & Security Schedule 03 26 .

V.5(b) 22-259

Approve the Award of a Five (5) Year Contract with Two (2) One-Year Extension Options to G3 Contracting Inc., dba Gar Waterblasting for High Pressure Cleaning Services, in an Amount not to Exceed $229,000 (ITB# B-22-04-COC); To Authorize the City Manager to Execute the Contract; To Authorize the City Manager to Approve any Subsequent Amendments, Extensions or Change Orders within the City Manager's Signing Authority. (Utilities Director)

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Attachments:
G3 E-Verify_G3 Contracting.pdf
ITB# B-22-04-COC Bid Package.pdf
G3 Bid Response - Exhibit B.pdf
G3 Partially Executed B-22-04-COC Services Agreement.pdf
G3 dba Gar Waterblasting AUTO exp 7.22.22.pdf
G3 dba Gar Waterblasting exp. 1.1.23.pdf

V.6(b) 22-277 Approve participation in a Cooperative Purchase Agreement with H&H Liquid Sludge Disposal Inc., Branford, Florida, and Approve a Multi-year Contract from FY2022 through FY2025; To Authorize the City Manager to Execute the Contract, to provide certain services with respect to biosolids transportation and disposal utilizing the City of Holly Hill's contract ITB#19-WW-12: Sludge Removal, Hauling and Disposal Services effective through October 19, 2022; To authorize the City Manager to approve annual renewals. (Utilities Director)

Attachments:
- PARTIALLY EXECUTED Piggyback Contract No. ITB 19-WW-12.pdf
- H & H Liquid Sludge Disposal. Inc. - Professional Services Agreement - Sludge
- City of Cocoa COI 2022-2023_H&HLSD.pdf
- Proposal Pricing Form_ITB 19-WW-12.pdf
- RFP_19-WW-12_Holly Hill_SUBMITTED-H&H.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 22-291 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (Utilities Director)

Attachments:
- SOIRL agenda exhibits Final.pdf

VII.2 22-305 Staff is seeking direction related to the possible installation of speed humps on North Carolina Ave, Bristol Dr., and North Georgia Ave. (Public Works Director)

Attachments:
- Speed Hump - Bristol, N Carolina, N Georgia.pdf
- Speed Hump - Bristol, N Carolina, N Georgia CHART.pdf
- Speed Hump Policy and Petition Form.pdf

VII.3 22-306 Consider the appointment of Vincent Knowles as a Regular member to the General Employees' Pension Board to fulfill the vacancy left by previous Board Member Missie McCarthy through October 1, 2022. (Administrative Services Director)

Attachments:
- 05_03_2022 Board Application.pdf
- Board Roster.pdf

VII.4 22-312 Consider the appointment of (2) two of the following applicants as 1st and 2nd Alternate members to the Code Enforcement Board: John Hood, Verna Hughes, Sean Johnson or Michael Simpson. (Administrative Services Director)

Attachments: John Hood Board Application.pdf
Verna Hughes Board Application.pdf
Sean Johnson Board Application.pdf
Michael Simpson Board Application.pdf
Code Roster.pdf

VIII. CITY BUSINESS:

VIII.1 22-299 Council direction and approval of funding for the replacement of a failing 15-ton cooling unit at the Brevard Museum. Approve a Resolution Amending the FY23 Budget BAF #2022-091-A based on Council direction and approval of all budgetary actions related to this replacement. (Public Works Director)

Attachments: Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-091-A-PW-15 Ton Cooling Unit Museum (5-24-22) Agenda 22-299.pdf

VIII.2 22-307 Approve a Resolution Amending the FY22 Budget, BAF#22-092-A using the State and Local Fiscal Recovery Funds (SLFRF) to purchase of five (5) Lifepak 15-V4 Cardiac monitors/defibrillators from Stryker, for a total amount of $98,252. Approve a Resolution waiving competitive bidding. Authorize the City Manager to issue the Purchase Order. (Fire Chief)

Attachments: City of Cocoa Fire LP15 V2 Promo Non MET Monitor Quote 5.11.22.pdf
LIFEPAK 15 V1-V2 Service Discontinuance Customer Letter.pdf
LIFEPAK-15_Customer_Letter (002).pdf
3339536_D_Flyer_Savvik_resuscitation_products_120221.pdf
Sole Source Resolution -Stryker.doc
Stryker SS letter new purchase.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-092-A-FD-Cardiac Monitors-Defibrillators (5-24-22) Agenda 22-307.pdf

IX. INFORMATIONAL AGENDA:

IX.1 22-275 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 4/30/2022. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.21 thru 4.30.22.pdf

IX.2 22-276 Calls for service provided by the Cocoa Fire Rescue Department for the month of April 2022. (Fire Chief)

Attachments: April 2022 Calls For Service By Incident Type Report.pdf

IX.3 22-309 FY 2022 Budget Adjustment Report. (Finance Director)

Attachments: Pd 7. - April - FY 2022 EXPENSE Budget Tracking Worksheet 04-2022.pdf
Pd 7. - April - FY 2022 REVENUE Budget Tracking Worksheet 04-2022.pdf

IX.4 22-310 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority (Finance Director).

Attachments: Change Order Authorizations 04-30-22.pdf

IX.5 22-311 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date (Finance Director).

Attachments: Budget Classification Report April 2022.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-303

File ID:	22-303	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular meeting of May 24, 2022, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	05-24-2022 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

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

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 24, 2022
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 May 24, 2022. (22-303)

2. Minutes: na

III. Awards and Presentations:

1. Proclamation: Proclaiming the Week of May 15-21, 2022 as: "Emergency Medical Services Week". (22-313). (Fire Chief)

2. Proclamation: Proclaiming the First Friday of June, June 3rd, as “National Gun Violence Awareness Day.” (22-318). (Deputy Mayor Hearn)

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY 2022 Budget, BAF# 22-065-T, by Transferring Funds from the Dyal Water Treatment Plant (WTP) Repairs and Maintenance 421-4020-536.46-00 into the Water & Sewer Machinery & Equipment Account Number 421-4020-536.64-00 to Reallocate Funds Because of Unexpected Expenditures. Authorize the City Manager to approve change orders to Pro-Co Inc with a contingency of up to 10% or a total amount not to exceed $54,723. (22-245). (Utilities Director)

2. Approve the Police Department to Apply for the FY2022 Bullet Proof Vest Grant. (22-281). (Chief of Police)

3. Consideration of Resolution No. 2022-045, which Amends Resolution No. 2021-029 designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (22-304). (City Manager)

(B) Multi-Year Contracts:

4. Approve Participation a Multi-Year Cooperative Purchase Agreement with Graybar Electric Company, Inc. for Electrical, Lighting, Data Communications, Security Products, and Related Products, Services and Solutions Utilizing the City of Kansas City, MO (Omnia Partners) Contract EV2370 Effective February 1, 2018 through January 31, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (22-185). (Utilities Director)

5. Approve the Award of a Five (5) Year Contract with Two (2) One-Year Extension Options to G3 Contracting Inc., dba Gar Waterblasting for High Pressure Cleaning Services, in an Amount not to Exceed $229,000 (ITB# B-22-04-COC); To Authorize the City Manager to Execute the Contract; To Authorize the City

Manager to Approve any Subsequent Amendments, Extensions or Change Orders within the City Manager's Signing Authority. (22-259). (Utilities Director)

6. Approve participation in a Cooperative Purchase Agreement with H&H Liquid Sludge Disposal Inc., Branford, Florida, and Approve a Multi-year Contract from FY2022 through FY2025; To Authorize the City Manager to Execute the Contract, to provide certain services with respect to biosolids transportation and disposal utilizing the City of Holly Hill's contract ITB#19-WW-12: Sludge Removal, Hauling and Disposal Services effective through October 19, 2022; To authorize the City Manager to approve annual renewals. (22-277). (Utilities Director)

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VI. Public Hearings:

None.

VII. Council Business:

1. Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (22-291). (Utilities Director)

2. Staff is seeking direction related to the possible installation of speed humps on North Carolina Ave, Bristol Dr., and North Georgia Ave. (22-305). (Public Works Director)

3. Consider the appointment of Vincent Knowles as a Regular member to the General Employees' Pension Board to fulfill the vacancy left by previous Board Member Missie McCarthy through October 1, 2022. (22-306). (Administrative Services Director)

4. Consider the appointment of (2) two of the following applicants as 1st and 2nd Alternate members to the Code Enforcement Board: John Hood, Verna Hughes, Sean Johnson or Michael Simpson. (22-312). (Administrative Services Director)

VIII. City Business:

1. Council direction and approval of funding for the replacement of a failing 15-ton cooling unit at the Brevard Museum. Approve a Resolution Amending the FY23 Budget BAF #2022-091-A based on Council direction and approval of all budgetary actions related to this replacement. (22-299). (Public Works Director)

2. Approve a Resolution Amending the FY22 Budget, BAF#22-092-A using the State and Local Fiscal Recovery Funds (SLFRF) to purchase of five (5) Lifepak 15-V4 Cardiac monitors/defibrillators from Stryker, for a total amount of $98,252. Approve

a Resolution waiving competitive bidding. Authorize the City Manager to issue the Purchase Order. (22-307). (Fire Chief)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 4/30/2022. (22-275). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of April 2022. (22-276). (Fire Chief)

3. FY 2022 Budget Adjustment Report. (22-309). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-310). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (22-311). (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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(1) https://tinyurl.com/s5e875r or

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

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This Agenda may be Amended up until or at the Meeting

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.

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This Agenda may be Amended up until or at the Meeting

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-313

File ID:	22-313	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/17/2022
Subject:				**Final Action:**	

Title: Proclamation: Proclaiming the Week of May 15-21, 2022 as: "Emergency Medical Services Week".

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Emergency Medical Services Week.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

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

PROCLAMATION

WHEREAS, *emergency medical services is a vital public service; and*

WHEREAS, *the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

WHEREAS, *access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

WHEREAS, *emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and*

WHEREAS, *the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

WHEREAS, *the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

WHEREAS, *it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week of May 15-21, 2022, as:*

"EMERGENCY MEDICAL SERVICES WEEK"

With the EMS Strong theme, ***EMS WEEK: Rising to the Challenge****, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.*

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 24th day of May, 2022.*

Michael C. Blake

Mayor

ATTEST:

Carie Shealy

City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-318

File ID:	22-318	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/20/2022
Subject:				**Final Action:**	

Title: Proclamation: Proclaiming the First Friday of June, June 3rd, as “National Gun Violence Awareness Day.”

Internal Notes:

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

History of Legislative File

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-245

File ID:	22-245	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/20/2022
Subject:				**Final Action:**	

Title: To Approve a Resolution Amending the FY 2022 Budget, BAF# 22-065-T, by Transferring Funds from the Dyal Water Treatment Plant (WTP) Repairs and Maintenance 421-4020-536.46-00 into the Water & Sewer Machinery & Equipment Account Number 421-4020-536.64-00 to Reallocate Funds Because of Unexpected Expenditures. Authorize the City Manager to approve change orders to Pro-Co Inc with a contingency of up to 10% or a total amount not to exceed $54,723.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2 new actuator quote.pdf, Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-065-T-UT-Limitorque and Rexa Actuator Replace (5-24-22) Agenda 22-245.pdf, REXA Contingency Agenda 22-245 - .doc	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	mcross@cocoafl.org	**Effective Date:**	

History of Legislative File

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

PRO-CO INCORPORATED
PRO-CO, INC.
INSTRUMENTATION AND CONTROLS
WWW.PRO-CO.COM

Corporate Office

910 Belle Avenue, Suite 1000
Winter Springs, FL 32708
PH: (407) 830-6969 FAX: (407) 830-6011
www.pro-co.com

QUOTATION

Date: 04/21/2022

Quote # 02090122DT - REV 2

To: **City of Cocoa**
Dyal Plant

Freight: **Best Way**

Incoterms: **Ex-Works Factory**

Attn: **Tim Dyar / Bo Thompson**

Delivery: **18 WKS ARO**

Email: tdyar@cocoafl.org / jthompson@cocoafl.org

Ref: REXA - Ground Air Scour - Replace Limitorque

Terms: **Net 30**

Item	Qty	Description	Seconds / Per 90	Unit Price	Extended Price
1	2	**Model X3R10000-90-B-P includes:**	53	$24,873.75	$49,747.50
		> Actuator Type = Rotary Cylinders			
		> Output = 10,000 inch lbs			
		> Power Module size = "B"			
		> Fail Safe Mode = Fail In Place			
		> Manual Override = Handwheel			
		> Biodegradable oil			
		> Power Supply = 115 Volts AC			
		> Enclosure = 316SS, NEMA 4X w/ External Controls & PB			
		> Control Signal = Manual Control - 2 Signal - Dry Contact			
		> Cable with Quick Release Connector			
		> Cable Length = 25ft Cable			
		> Linkage = SS mounting hardware to mount to 16" Butterfly Valve			
		> Warranty = Five (5) Year Warranty on REXA Actuator			
		> Start-up Assistance			
		Should an order result, please address to:			
		PRO-CO		**Total**	**$49,747.50**

Quotation Valid 30 Days

Debbie Torres
Authorized Signature
Requestor Bill Grabe

RESOLUTION NO. 2022-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 24th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-065-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 04/21/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 49,748)	421-4020-536.46-00		Repairs & Maintenance	$ 2,698,547	$ 2,680,672	$ 2,630,924	$ 1,341,688
($ 4,975)	421-4010-536.39-00		Contingency	$ 0	$ 0	($ 4,975)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 54,723)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 54,723	421-4020-536.64-00	WS22AR	Water Sewer Machinery & Equipment	$ 318,769	$ 471,964	$ 526,687	$ 7,015
$ 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
$ 54,723	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To pay for 2 replacement older Limitorque actuators with new Rexa actuators, which is what the Dyal WTP is standardizing to. This BAF also included 10% project contingency. Agenda 22-245.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/24/22 RESOLUTION #: 2022-046

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.

Michelle Cross Digitally signed by Michelle Cross Date: 2022.04.21 10:41:50 -04'00'	4/25/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.04.25 13:52:40 -04'00'			
Date Requestor's Signature	Date	Finance Approval Signature		Date	Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2022.04.21 14:54:42 -04'00'	5/16/22	Lora Howell Digitally signed by Lora Howell Date: 2022.05.16 08:54:32 -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 #: _____

wed 07/13

Revised eform 9/23/21 - IT

RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REXA / CA -2202 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on May 24, 2022 the City Council authorized the City Manager to proceed with the Rexa Actuators / CA-2202, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional

service contracts related to the construction project regarding the Rexa Actuators / CA-2202, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $49,748 and allows for a 10% contingency in the amount of $4,975 set aside for possible change orders, for a total of $54,723 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on May 24, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-281

File ID:	22-281	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/05/2022
Subject:				**Final Action:**	

Title: Approve the Police Department to Apply for the FY2022 Bullet Proof Vest Grant.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	BVP Application - FY 23 Rev - eForm.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	saustin@cocoapolice.com	**Effective Date:**	

History of Legislative File

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

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** Police
POINT OF CONTACT: Susan Lambert	**PROJECT MANAGER:** Susan Lambert
NAME OF GRANT: Patrick Leahy Bulletproof Vest Partnership	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** Department of Justice
AMOUNT REQUESTED: $ 19,410	**GRANT DUE DATE:** 06/27/2022

PROJECT DESCRIPTION:

The Patrick Leahy Bulletproof Vest Partnership is a federal program run by the Department of Justice that reimburses half of the cost of acquiring bulletproof vests for eligible police departments. The vests are on a five year replacement schedule.
We are requesting funds for 30 vests this year at a cost of $1,294 per vest. Half of this amount will be reimbursed.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 19,410	**TARGET DATE TO COUNCIL:** 05/10/2022
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REQUIREMENTS?

Reports are required for each invoice that show the type of vest purchased, name of the officer assigned the vest and the serial number of each vest.

FUTURE REQUIREMENTS TO CONSIDER:

None

Evander Collier IV — Digitally signed by Evander Collier IV Date: 2022.04.29 12:35:58 -04'00'
Department Director

Connor Williams — Digitally signed by Connor Williams Date: 2022.04.29 13:14:41 -04'00'
Grants Administrator

Lora Howell — Digitally signed by Lora Howell Date: 2022.04.29 13:25:53 -04'00'
Deputy Finance Director

Lora Howell — Digitally signed by Lora Howell Date: 2022.04.29 13:26:03 -04'00'
Finance Director

Stockton Whitten — Digitally signed by Stockton Whitten Date: 2022.05.05 15:11:50 -04'00'
City Manager

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-304

File ID:	22-304	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Consideration of Resolution No. 2022-045, which Amends Resolution No. 2021-029 designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution No. 2021-029 (Designation of Sgt. George Lee Taylor Sr., Memorial Hwy).pdf, Resolution No. 2022-045: Highway Designation-Sgt. George Lee Taylor Sr..pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

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

RESOLUTION NO. 2021-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, SUPPORTING THE DESIGNATION OF A PORTION OF S.R. 520 AS THE "SGT. GEORGE LEE TAYLOR SR., MEMORIAL 33 HIGHWAY", IN RECOGNITION AND HONOR OF THE CONTRIBUTIONS AND ACHIEVEMENTS BY SGT. GEORGE LEE TAYLOR, SR.

WHEREAS, Sgt. George Lee Taylor, Sr., is a U.S. Army Veteran and Philanthropist, who, along with his team from National Veterans Homeless Support took care of homeless veterans in the Brevard County community; and

WHEREAS, Sgt. George Lee Taylor, Sr. and his team worked closely with every possible organization to the improve the lives of veterans throughout Brevard County; and

WHEREAS, Sgt. George Lee Taylor, Sr., through selfless acts, changed the lives of thousands of homeless veterans; and

WHEREAS, Sgt. George Lee Taylor, Sr., served his country in Vietnam and later served his brothers and sisters of the military by making sure that they were loved, cared for, and safe; and

WHEREAS, the City Council of the City of Cocoa has considered a request to the State of Florida to designate "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard 32 County is designated as "Sgt. George Lee Taylor, Sr., Memorial 33 Highway."; and

WHEREAS, the City Council of the City of Cocoa deems it appropriate to recognize, honor. and celebrate the contributions and achievements of Sgt. George Lee Taylor, Sr.

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

Section 1. The City of Cocoa seeks Memorial Highway Designation of "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard 32 County is designated as "Sgt. George Lee Taylor, Sr., Memorial 33 Highway."

Section 2. The City of Cocoa respectfully requests the support of the Brevard County Legislative Delegation in its efforts to recognize, honor, and celebrate the contributions and achievements of Sgt. George Lee Taylor, Sr., through Memorial Highway Designation of S.R. 520 (W. King Street) for that portion of said road located within the city limits of the City of Cocoa.

Section 3. This Resolution shall become effective immediately upon passage.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th day of April, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING RESOLUTION NO. 2021-029 AND SUPPORTING THE DESIGNATION OF A PORTION OF S.R. 520 AS THE "SGT. GEORGE LEE TAYLOR SR., MEMORIAL HIGHWAY", IN RECOGNITION AND HONOR OF THE CONTRIBUTIONS AND ACHIEVEMENTS BY SGT. GEORGE LEE TAYLOR, SR.

WHEREAS, City Council approved Resolution No. 2021-029 on April 13, 2021 designating a portion of S.R. 520 as the "Sgt. George Lee Taylor Sr., Memorial 33 Highway" in recognition and honor of the contributions and achievements by Sgt. George Lee Taylor, Sr.; and

WHEREAS, an amendment was requested to remove line numbers from the bill, specifically "32" and "33" that were inadvertently included in the adopted Resolution; and

WHEREAS, Sgt. George Lee Taylor, Sr., is a U.S. Army Veteran and Philanthropist, who, along with his team from National Veterans Homeless Support took care of homeless veterans in the Brevard County community; and

WHEREAS, Sgt. George Lee Taylor, Sr. and his team worked closely with every possible organization to the improve the lives of veterans throughout Brevard County; and

WHEREAS, Sgt. George Lee Taylor, Sr., through selfless acts, changed the lives of thousands of homeless veterans; and

WHEREAS, Sgt. George Lee Taylor, Sr., served his country in Vietnam and later served his brothers and sisters of the military by making sure that they were loved, cared for, and safe; and

WHEREAS, the City Council of the City of Cocoa has considered a request to the State of Florida to designate "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard ~~32~~ County is designated as "Sgt. George Lee Taylor, Sr., Memorial ~~33~~ Highway."; and

WHEREAS, the City Council of the City of Cocoa deems it appropriate George Lee Taylor, Sr.

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

Section 1. Amendment: Resolution No. 2021-029 is hereby amended as follows. (**~~strikeout~~** type denotes deletions):

Section 2. The City of Cocoa seeks Memorial Highway Designation of "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard ~~32~~ County is designated as "Sgt. George Lee Taylor, Sr., Memorial ~~33~~ Highway."

Section 3. The City of Cocoa respectfully requests the support of the Brevard County Legislative Delegation in its efforts to recognize, honor, and celebrate the contributions and achievements of Sgt. George Lee Taylor, Sr., through Memorial Highway Designation of S.R. 520 (W. King Street) for that portion of said road located within the city limits of the City of Cocoa.

Section 4. This Resolution shall become effective immediately upon passage.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 24th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-185

File ID:	22-185	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	03/30/2022
Subject:				**Final Action:**	

Title: To Approve Participation a Multi-Year Cooperative Purchase Agreement with Graybar Electric Company, Inc. for Electrical, Lighting, Data Communications, Security Products, and Related Products, Services and Solutions Utilizing the City of Kansas City, MO (Omnia Partners) Contract EV2370 Effective February 1, 2018 through January 31, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contractt

BACKGROUND:

The Dyal Water Treatment Plant (WTP) provides potable water to the City of Cocoa, several municipalities, and three local federal government installations. To successfully operate the Dyal WTP, various electrical components must be repaired and replaced on a routine basis.

To streamline the procurement of the various electrical components required, the Purchasing Division and Dyal WTP staff are recommending the approval of a multi-year piggyback agreement with Graybar Electric Company, Inc. utilizing the City of Kansas City, MO (Omnia Partners) contract EV2370 effective February 1, 2018, through January 31, 2023, and to authorize the City Manager to execute any annual renewal amendments under the original contract. The annual operating budget entry for electrical purchases will fluctuate based on anticipated need and will remain under the City Manager's signing authority. Should purchases exceed the City Manager's signing authority, this agenda item will return to City Council for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes

Amount Budgeted for FY 2022:	$43,000
Account Number:	421-4020-536.46-00
Account Name:	Repairs and Maintenance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Internal Notes:

Sponsors:

Enactment Date:

Attachments: EV2370_Graybar_MAD_2017_12_20.pdf, Graybar COI exp. 7.1.22.pdf, SIGNED E-Verify Contractor Affiavit.pdf, EV2370_Graybar_AM1_2016-06-17.pdf, PARTIALLY EXECUTED Standard Form for Piggyback Contract (Graybar Electric Company Contract No. EV2370).pdf, EV-2370 Appendix B-1 Electrical & Lighting Discount Schedule 03 26 2019.pdf, EV-2370 Appendix B-2 Communication Networking & Security Schedule 03 26 ....pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: mcross@cocoafl.org

Effective Date:

History of Legislative File

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

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

(a) this Contract;

(b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;

(c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;

(d) any CITY issued Purchase Order;

(e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;

(f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

(a) Initial Term. The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

(b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

(c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

(a) **Purchase Order**. CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.

(b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.

(c) **Services or Work Orders for both Products and Services.**

1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.

2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:

   a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;

   b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

c. Any other Legal requirements including compliance with the CITY's SLBE requirements

d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.

3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).

(d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

(a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

(b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

(c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

(a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.

(b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

(c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.

(d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

(e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

(f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

(a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.

(b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

(c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.

(d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

(e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

(f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

(a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.

(b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

(c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds $300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.

(b) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(c) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed $160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.

2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

(b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

(c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

(d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

(a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

   a. Severability of Interests Coverage applying to Additional Insureds
   b. Contractual Liability
   c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000.
   d. No Contractual Liability Limitation Endorsement
   e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

(b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

(c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

(d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

(e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

(f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

(a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.

(b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

(c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

(d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

(a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.

(b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

(a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.

(b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.

(c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

(a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

(b) The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

(a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

(b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

(a) If a Work Order is estimated to exceed $50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.

(b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

(c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

(d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.

(e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar Electric Company, Inc.

By: DocuSigned by: [signature] 59A4AF80F14041C

Title: SVP, Sales

Date: 11/30/2017

APPROVED AS TO FORM

[signature]

Assistant City Attorney

KANSAS CITY, MISSOURI

By: [signature]

Title: ~~Manager of Procurement Services~~

Date: 12/20/2017

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Graybar Electric [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 Graybar Electric [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Brad Oxley

Print Name: Brad Oxley

Date: 7/12/21

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/21/21 (date) by Brad Oxley (name of officer or agent, title of officer or agent) of Gray Bar (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 personally (type of identification) as identification.

[Notary Seal] Notary Public

AARON LAPP

Name typed, printed or stamped

My Commission Expires: 8/6/21

AARON LAPP
Notary Public - State of Florida
Commission # GG 131691
My Comm. Expires Aug 6, 2021
Bonded through National Notary Assn.

DocuSign Envelope ID: 4EA9381F-36FD-451F-A419-7A512A984B73

AMENDMENT NO. 1 to STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370.1

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

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THIS Amendment No. 1 to Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and GRAYBAR ELECTRIC COMPANY, INC. ("CONTRACTOR")

WHEREAS, the City and the Contractor are parties to that certain Master Contract for Products and Services (No, EV2370), dated February 1, 2018 (the "Original Agreement"), pursuant to which Contractor agreed to sell, and the City agreed to buy, certain products and services on the terms and conditions set forth therein;

WHEREAS, the parties mutually believe it is equitable, desirable and appropriate to amend the Original Agreement to more clearly address expected increases in Contractor's costs that were not anticpated and are and will not be reflected in the scheduled product price set forth in the Original Agreement; and

WHEREAS, the parties mutually desire to amend the Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. A new Section 38A is hereby inserted in the Original Agreement, as follows:

Sec. 38A. Other Charges. The contract price for Products shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed assessed or collected by any governmental body, whether or not reflected in the Product price charged to CONTRACTOR, and CONTRACTOR may increase its cost for Products appropriately to take into account such increases in CONTRACTOR'S Product costs.

2. Except as amended hereby, the Original Agreement and all of its terms shall remain in full force and effect.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar

By: Bill Hoyt

DocuSigned by:
Bill Hoyt
85B91C6F9578470...

Title: VP - Strategic Accounts

Date: 6/17/2019

APPROVED AS TO FORM

DocuSigned by:
Jim Brady
E78B0D2E1E24D...

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

DocuSigned by:
Cedric Rowan
A0DFC4EF24E34AB...

By:

Title: Manager of Procurement Services

Date: 6/17/2019

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Graybar Electric Company Inc., 6952 Sonny Dale Dr., Melbourne, FL 32904 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with The City of Kansas City, Missouri said contract being identified as: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions, Contract No. EV2370**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions, (see attached as Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL, and Graybar Electric Company Inc. The term of said agreement shall be for the period effective as of the signature of the City Mayor through 01/31/2023, with the option to be renewed for up to three (3) additional two (2) year terms with the authorization of City Manager (not to exceed signing authority, 50k).

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Graybar Electric Company Inc.
Attn: Ronald Drescher
11885 Lackland Road
St. Louis, Missouri 63146
Phone (301) 306-3263
Email: ronald.drescher@graybar.com

Graybar Electric Co. Inc.

Entered this 25th day of April

Brad Oxley Area Manager

(Print Name / Title)

Brad Oxley

(Signature)

04/25/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

Appendix B-1 - Discount by Category for Electrical & Lighting Items for RFP
3/26/2019

Proposer Name:

Authorized Signature:

PROPOSAL PRICE SHEET

INSTRUCTIONS :

For each category listed, state the manufacturer, price list, price list date and number, applicable column from price list,

Comm, Net & Sec, (C/N/S), Electrical (E) or Both (B)	Category	Manufacturer	Manufacturer Product Description
B	Tools & Fasteners	3M	All Other 3M Products
E / L	Tools & Fasteners	3M	A-Velocity Discount
B	Tools & Fasteners	3M	Other Splice Kits, Abrasives & Adhesives
B	Tools & Fasteners	3M	Other Tapes, Fire Stop & Aerosols
B	Tools & Fasteners	3M	Standard Tape & Fire Stop
B	Lugs, Terminals & Connectors	3M	Standard Terminals, Comnnectors, Splice Kits, Cable Ties, Wire Nuts
B	Datacom Connectivity	3M TELECOMMUNICATIONS	Pocket ProJectors & Splice Kits
B	Datacom Connectivity	A. K. STAMPING	All Other Communication Products
B	Datacom Connectivity	A. K. STAMPING	Standard Communication Products
B	Tools & Fasteners	AAMSTRAND	Rope & Cable
E / L	Electrical Distribution	ABB	All Other ABB Companies
E / L	Control Equipment & Transformers	ABB	Motor Control and Transformers
E / L	Electrical Distribution	ABB	Power, Energy, Distribution, Utility & Inteligence Products
B	Tools & Fasteners	ACME STAPLE COMPANY	All Other Staplers, Staples & Connectors
B	Tools & Fasteners	ACP INTERNATIONAL	Marking & Locating Tape
B	Tools & Fasteners	ACP INTERNATIONAL	Other Products
E / L	Conduit Bodies & Fittings	ADALET	All Other
B	Control Equipment & Transformers	ADVANCE DIGITAL BROADCAST	Automation and Control Products
E / L	Control Equipment & Transformers	ADVANCE INDUSTRIAL	Motors, Control, Energy Management & Power

B	Control Equipment & Transformers	ADVANTECH / SMARTWORKS	Automation and Control Products
B	Tools & Test Equipment	AEMC	Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	AERVOE - Aerosals	Aerosals
B	Other :	AERVOE INDUSTRIES	All Other Products
B	Other :	AERVOE INDUSTRIES	Standard Products
B	Wire & Cable	AFC CABLE SYSTEMS	Standard Wire and Cable Products
B	Wire & Cable	AFC CABLE SYSTEMS INC	All Other Products
E / L	Tools & Fasteners	AGLO	All Products
B	Fans, Heaters and Ventilation Equipment	AIR KING VENTILATION	Heating, Cooling & Ventilation
B	Fans, Heaters and Ventilation Equipment	AIR MASTER FAN	Heating, Cooling & Ventilation
B	Cable Management	ALFLEX	Communication Products
E / L	Lighting Fixtures	ALKCO MANUFACTURING COMPANY	Standard Products
E / L	Electrical Distribution	ALL CURRENT ELECTRIC	Electrical Distribution Products
B	Tools & Test Equipment	ALL GEAR INC.	Utility & Construction Rope
E / L	Tools & Fasteners	ALLIED BOLT	Fasteners
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Fittings
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Strut
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Threaded Rod
B	Wiring Devices	ALPHA TECHNOLOGIES	Surge, Power Protection & Power Products
E / L	Test Equipment	ALTRONIX	Other Products
E / L	Test Equipment	ALTRONIX	Standard Products
E / L	Electrical Boxes and Covers	ALUMA FORM	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Lighting Fixtures	AMERACE / THOMAS & BETTS / ABB	Airport Lighting, Electrical & Control Products
E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	All Other

E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	Standard & Miscellaneous Fittings
E / L	Lamps & Ballasts	AMERICAN INDUSTRIAL PARTNERS (AIP) / GE LIGHTING	Lamps, LED, Ballasts & Related Products
B	Tools & Fasteners	AMERICAN LOCK CO.	Locks, Tag Out and Accessories
B	Tools & Test Equipment	AMERICAN POLYWATER CORPORATION	Aerosals, Lubricants & Cleaners
B	Tools & Fasteners	AMERICAN SAW MFG.	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	AMETEK, INCORPORATED	Motors, Control, Energy Management & Power
B	Tools & Test Equipment	AMPROBE INSTRUMENT	Metering & Test Equipment
B	Power Products	AMSECO / POTTER	Fire, Notification & Paging
E / L	Lugs, Terminals & Connectors	ANAMET	All Products
E / L	Electrical Boxes and Covers	ANDERSON	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	APPLETON	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Electrical Distribution	ARGO	All Products
E / L	Conduit Bodies & Fittings	ARLINGTON	All Other
E / L	Conduit Bodies & Fittings	ARLINGTON	Standard Conduit Bodies, Boxes, Connectors & Fittings
E / L	Enclosures & Cabinets	ARMORCAST PRODUC.	Enclosures, Cabinets, Wire way & Accessories
E / L	Tools & Fasteners	ARNCO	All Products
B	Tools & Fasteners	ARROW FASTENERS	All Other Staplers, Staples & Connectors
B	Tools & Test Equipment	ARROW FASTENERS	Standard Staplers, Staples & Connectors
E / L	Tools & Fasteners	ARROW MAGNOLIA	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	All Other
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	Stock Transfer Switches & Other Standard
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	All Other ATKORE Companies & Products
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Conduit (TUB) - All Atkore Brands
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Innerduct, Conduits & Related Products

E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit Boxes, Fittings & Related PVC Products
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut Fittings & Accessories
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Threaded Rod
E / L	Wire & Cable	ATKORE INTERNATIONAL	Wire & Cable (WYR) - All Atkore Brands
E / L	Wiring Devices	ATKORE INTERNATIONAL	Wiring Harnesses, Cable Assemblies and Other Wiring Connection Products
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	All Other
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	Stock & Standard Discount
E / L	Distribution	AVALON SOLAR	Solar Products
B	Power Products	B&K PRECISION	Communication Products
E / L	Control Equipment & Transformers	BALDOR	Motors, Control, Energy Management & Other
B	Cable Management	BAND-IT / IDEX	Communication Products
E / L	Tools & Fasteners	BARFIELD	Hardware & Bracket Racks - Utility
E / L	Tools & Fasteners	BARTLETT	All Products
B	Tools & Fasteners	BAUER	Ladders and Accessories
E / L	Electrical Distribution	BEKAERT	All Other Products
E / L	Electrical Distribution	BEKAERT	Standard Wire & Cable Products
E / L	Fans, Heaters and Ventilation Equipment	BERKO / MARLEY	Fans, Heaters and Ventilation Equipment
B	Tools & Fasteners	BLACK & DECKER / DEWALT / STANLEY	All Other Tools
B	Tools & Fasteners	BLACK & DECKER / DEWALT / STANLEY	Stock Power & Hand Tools
E / L	Conduit Bodies & Fittings	BLF CORPORATION	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Tools & Fasteners	B-LINE	A-Velocity Discount
E / L	Tools & Fasteners	B-LINE	B-Velocity Discount
E / L	Conduit Bodies & Fittings	B-LINE	General Fittings & Accessories

E / L	Tools & Fasteners	B-LINE	Metering Products
B	Tools & Fasteners	B-LINE	Racks & Enclosures
E / L	Conduit, Channel & Fittings	B-LINE	Strut
E / L	Conduit Bodies & Fittings	B-LINE	Threaded Rod
E / L	Tools & Fasteners	B-LINE	C-Velocity Discount
B	Video Survaillance	BOSCH TOOLS	Tools & Accessories
B	Tools & Test Equipment	BOSS	All Other Products
B	Tools & Test Equipment	BOSS	Standard Gloves and Accessories
E / L	Wiring Devices	BOURNS INC	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Electrical Boxes and Covers	BOWERS MANUFACTURING	Conduit Bodies, Boxes, Connectors & Fittings
B	Tools & Fasteners	BRADY WORLDWIDE	A-Velocity Discount
B	Tools & Test Equipment	BRADY WORLDWIDE	Industrial, Cable & Wire ID Materials A & B
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule A & F Items
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule B, C & E Items
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule D & H Items and All Other Brady Products
E / L	Conduit Bodies & Fittings	BRIDGEPORT	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	BRIDGEPORT	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Flashlights & Batteries	BRIGHT STAR	All Products
E / L	Tools & Fasteners	BRISCON ELECTRIC	Staples & Fasteners
E / L	Test Equipment	BRK / FIRST ALERT	All Other BRK, First Alert, Family Gard, Tundra & OneLink Products
E / L	Test Equipment	BRK / FIRST ALERT	Fire, Smoke & Co2 Detectors
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	Standard Doorbells & Chimes
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	Standard Heating & Ventilation
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	All Other Products

E / L	Control Equipment & Transformers	BROOKS MANUFACTURING	Utility Products - Cross Arms & Accessories
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Accessories
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	All Other Products
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Standard Products
E / L	Lugs, Terminals & Connectors	BUCHANAN CONSTRUCTION	All Products
B	Tools & Fasteners	BULWARK	Safety Products & Protective Clothing
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	All Other
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	B-Velocity Discount
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	Standard Lugs, Terminals & Connectors
E / L	Fuses	BUSSMANN / EATON	All Other Fuses, Fuseblocks, Related Products & Accessories
E / L	Fuses	BUSSMANN / EATON	A-Velocity Discount
E / L	Fuses	BUSSMANN / EATON	B-Velocity Discount
E / L	Fuses	BUSSMANN / EATON	Other Fuseholders, Clips, Reducers, Disconnects, Limiters
E / L	Fuses	BUSSMANN / EATON	Standard Fuse Blocks and Solar Fuses
E / L	Fuses	BUSSMANN / EATON	Standard Fuseholders, Clips, Reducers, Disconnects & Limiters
E / L	Fuses	BUSSMANN / EATON	Standard Fuses, Fuselinks & Accessories
E / L	Fuses	BUSSMANN / EATON	Standard RK5, Small Dimension, Low Voltage, Low Peak & Other Conductors
E / L	Solar	CANADIAN SOLOR	Solar Products
B	Conduit, Channel & Fittings	CANTEX	Innerduct, Conduits & Related Products
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit Boxes, Fittings & Related PVC Products
B	Tools & Test Equipment	CAPP INC	Instrumentation, Valves & Controls
B	Conduit, Channel & Fittings	CARLON	Innerduct, Conduits & Related Products
B	Conduit, Channel & Fittings	CARLON	PVC Conduit

B	Conduit, Channel & Fittings	CARLON	PVC Conduit Boxes, Fittings & Related PVC Products
B	Tools & Fasteners	CAROLINA GLOVE COMPANY	Gloves and Accessories
E / L	Control Equipment & Transformers	CATERPILLAR / CAT	Generators, Motors, Control, Energy Management & Power
B	Tools & Fasteners	CEMENTEX PRODUCTS	All Other Protective Wear, Tools & Accessories
B	Tools & Test Equipment	CEMENTEX PRODUCTS INC	Standard Protective Wear, Tools & Accessories
E / L	Electrical Boxes and Covers	CHALLENGER PRODUCTS / THOMAS & BETTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Electronic Vehicle Fueling Stations	CHARGE POINT	Elctrical Vehicle Charging Stations, Products & Related Services
B	Raceway & Plugmold	CHECKERS INDUSTRIAL PRODUCTS	Industrial and Safety Products
E / L	Fans, Heaters and Ventilation Equipment	CHROMALUX	Fans, Heaters and Ventilation Equipment
E / L	Control Equipment & Transformers	CITECT / SCADA	Schneider, Citect, clearSCADA, Vijeo, Wonderware Automation and Control Products
B	Tools & Test Equipment	CLAUSS CUTLERY	Tools & Strippers
E / L	Conduit Bodies & Fittings	CM CONNECTOR	Connectors & Fittings
E / L	Control Equipment & Transformers	CME	Control Equipment & Transformers
E / L	Tools & Fasteners	CMT INC.	Tools & Test Equipment
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Liquidtite Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Aluminum Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - A-Velocity Discount
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - B-Velocity Dicount
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - EMT Thinwall Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Flexible Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Galvinized Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - IMC Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Miscellaneous Conduit

E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Nipples, Elbows & Couplings
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	All Other Products
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	Standard Comm. Products, Conduit Bodies, Boxes & Fittings
B	Tools & Test Equipment	CRC	Other Aerosals, Lubricants & Cleaners
B	Tools & Test Equipment	CRC	Standard Aerosals, Lubricants & Cleaners
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	All Other Crouse Hinds Products
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	A-Velocity Discount
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Interconnect, CEAG & Explosion Proof
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Commercial, Industrial, P&R, W/P, Boxes, Fittings & Connectors & Boxes
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Conduit Bodies, Fittings & Form 8
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial EMT S/S & Comp Fittings 1/2" - 4"
E / L	Electrical Boxes and Covers	CROUSE-HINDS / EATON	Standard Commercial H/V Steel Boxes - SQ,Switch, Oct,Util, Masonary
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Locknuts & Liquidtite Fittings 3/8" - 6"
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Steel Boxes - Ceiling, Fan, Gangable, Crete, Explosion Proof
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Industrial Conduit Bodies & Fittings
E / L	Lighting Fixtures	CROUSE-HINDS AIRPORT LIGHTING	Airport Lighting, Electrical & Control Products
B	Tools & Fasteners	CROWE	Rope, Straps and Accessories
E / L	Control Equipment & Transformers	CUMMINS	Generators, Motors, Control, Energy Management & Power
B	Enclosures & Cabinets	CUSTOM PLASTIC	Enclosures, Vaultrs, Wireway & Accessories
E / L	Electrical Distribution	CUTLER HAMMER / EATON	Electrical Distribution & Control Products
B	Power Products	CYBERPOWER SYSTEMS INC.	All Other Power & Communication Products
B	Power Products	CYBERPOWER SYSTEMS INC.	Standard Power Conditioning & Back-Up
B	Tools & Fasteners	DAP	Caulk, Glue, Adhesives & Sealants
E / L	Fans, Heaters and Ventilation Equipment	DELTA BREEZ	Heating, Cooling, Water Coolers & Ventilation

B	Tools & Fasteners	DIABLO TOOLS	Tools, Testers, Fasteners & Accessories
B	Datacom Cable	DRAKA / PRYSMIAN GROUP	Electric & Communication Wire & Cable Solutions
E / L	Control Equipment & Transformers	DREISILKER	Motors, Control, Energy Management & Power
E / L	Control Equipment & Transformers	DULMISON INC.	Wire & Cable - Utility Products
B	Flashlights & Batteries	DURACELL	All Other Products
B	Flashlights & Batteries	DURACELL	Standard Batteries & Flashlights
E / L	Tools & Fasteners	DURALINE	Conduit, Channel & Cable in Duct Utility Products
E / L	Wiring Devices	DURHAM	Tools, Testers & Metering Equipment Utility Products
E / L	Fans, Heaters and Ventilation Equipment	DYSON CORP.	Hand Dryers , Lighting, Ventilation & Other Dyson Products
E / L	Fuses	EATON / COOPER POWER FUSES	Fuses, Fuseblocks, Related Products & Accessories
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	All Other
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	Stock Utility Products & Wiring Devices
E / L	Wiring Devices	EATON / COOPER WIRING	COOPER WIRING DEVICES - Plugs, Receptacles, Wiring Devices & Telecom
E / L	Electrical Distribution	EATON CORPORATION	EATON CORPORATION - Electrical Distribution & Industrial Products
E / L	Distribution	ECOLIBRIUM SOLAR	Ecolibrium Solar - Solar Products
B	Power Products	EDWARDS / UTI	Other Signaling, Horns, Strobes, Power Supplies & Accessories
B	Power Products	EDWARDS / UTI	Standard Signaling, Horns, Strobes, Power Supplies & Accessories
E / L	Wiring Devices	ELASTIMOLD	Standard Wiring Devices
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Other Automation Products and Accessories
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Standard Automation Products and Accessories
E / L	Conduit, Channel & Fittings	ELECTRIFLEX	Conduit, Channel & Fittings
B	Datacom Connectivity	ELECTROLINE MFG. CO.	Cable & Rope End Caps, Swivels & Accessories

E / L	Electrical Distribution	E-LINE	EATON-ELECTRICAL DISTRIBUTION PRODUCTS
E / L	Fans, Heaters and Ventilation Equipment	ELKAY	Heating, Cooling, Water Coolers & Ventilation
B	Power Products	ELTEK, INC. / VALERE	Other Standard Power & Power Conversion Products
B	Power Products	ELTEK, INC. / VALERE	Standard Power & Power Conversion Products
B	Networking	EM CLOCK	Clocks, Digital Clocks, Time Switches & Signaling
E / L	Control Equipment & Transformers	EMERSON / SOLA HD	Control Equipment & Transformers
E / L	Tools & Fasteners	E-MON, LLC. / HONEYWELL	Data Loggers, Meters, Testers & Accessories
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Other Batteries, Flashlights & Energizer Products
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Standard Batteries, Flashlights & Energizer Products
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	All Other
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	Standard Conduit Bodies, Boxes, Connectors & Fittings
E / L	Distribution	ENPHASE	Solar Products
E / L	Tools & Fasteners	ERGODYNE	Tools & Fasteners
E / L	Tools & Fasteners	ERICO CADDY	Cadweld Products
E / L	Tools & Fasteners	ERICO CADDY	Grounding and All Other Products
E / L	Conduit, Channel & Fittings	ERICO CADDY	Standard Products
E / L	Wiring Devices	ERICSON MANUFACTURING	Saftey Equipment, Plugs & Lighting Fixtures
E / L	Tools & Fasteners	ERSODYNE	Tools & Fasteners
E / L	Conduit Bodies & Fittings	ESTEX	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Fans, Heaters and Ventilation Equipment	EXCEL DRYER CORP	All Other Hand Dryers & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	EXCEL DRYER CORP	Standard Hand Dryers & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	FAHRENHEAT / MARLEY	Fans, Heaters and Ventilation Equipment
E / L	Control Equipment & Transformers	FASCO / REGAL	Motors, Control, Energy Management & Power

B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Red Code & All Other Products
B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Signaling, Strobes, Horns & Accessories
E / L	Conduit Bodies & Fittings	FERNCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Test Equipment	FIREX / KIDDE / UTI / INVENSYS	Smoke Detectors, Fire Alarms, Extiguishers, CO2 & Signals
E / L	Wiring Devices	FISHER PIERCE	Photo Cells, Timers & Devices
B	Tools & Test Equipment	FISKARS	Tools, Scissors & Strippers
E / L	Conduit, Channel & Fittings	FLEXIBLE WHIPS OF TENNESSEE INC	Conduit, Channel & Fittings
B	Tools & Test Equipment	FLUKE	All Other Hand Held Test, Meters, Measurement & Accessories
B	Tools & Test Equipment	FLUKE	Standard Hand Held Test, Meters, Measurement & Accessories
B	Tools & Test Equipment	FLUKE NETWORKS	Copper Test Devices
B	Tools & Test Equipment	FLUKE NETWORKS	Data Loggers, Testers, Meters, Parts & Other Communication Testers
B	Tools & Test Equipment	FRANKLIN INSTRUMENT CO., INC.	Clocks, Digital Clocks, Timers, Stop Watches &Accessories
E / L	Control Equipment & Transformers	FREUD	Utility Products
E / L	Distribution	FRONIUS	Solar Products
E / L	Control Equipment & Transformers	FURNACE / SIEMENS	Power Distribution, Motor Control & Devices
E / L	Fans, Heaters and Ventilation Equipment	G & O THERMAL	Heating, Cooling & Ventilation
E / L	Control Equipment & Transformers	G & W ELECTRIC CO	Utility Products
E / L	Control Equipment & Transformers	GALCO	Automation and Control Products
E / L	Electrical Boxes and Covers	GALVAN	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Control Equipment & Transformers	GARDNER DENVER / RIGEL / HOFFMAN & LAMSON	Motors, Control, Energy Management & Power

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	A-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - All Other Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Compact Fluor Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Electronic Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard HID Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Magnetic Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Sign Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	B-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	C-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	D-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	E-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	F-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	G-Velocity Discount

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - All Other Lamps & Related Lighting Products
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - LED Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME7701 Excluded LED
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Fluorescent
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Incandescent
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Incandescent National Net
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Lucalox
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Multi-Vapor
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Quartz
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Exlcuded Fluorescent National Nets
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - Standard Miniature, Projection, Stage & Studio Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Large Lamps - All Other
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Large Lamps - Standard Large Lamps

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Standard Excluded Large Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Standard Miniature, Projection, Stage & Studio Lamps
B	Control Equipment & Transformers	GEMS SENSORS	Sensors, Switches, Systems & Panel Accessories
E / L	Control Equipment & Transformers	GENERAC	Generators, Motors, Control, Energy Management & Power
E / L	Wire & Cable	GENERAL CABLE	Electrical & Utility Wire & Cable
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / TUNGSRAM	GE - Tungsram Lighting Products
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Energy & Automation Products
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	A-Velocity Discounts
E / L	Wiring Devices	GENERAL ELECTRIC POWER / ABB	Consumer & Industrial
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	Electrical Distribution & Control Products
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Motors, Control, Energy Management & Power
B	Cable Management	GENERAL MACHINE PRODUCTS CO INC	All Other Products
E / L	Electrical Distribution	GENERIC ELECTRICAL	Electrical Commodity & Distribution Products
E / L	Lamps & Ballasts	GLOBAL TECH	Lighting, Lighting Fixtures & Control Products-U
B	Tools & Test Equipment	GLYPTAL INC.	Standard Products
E / L	Wiring Devices	GOTT	GOTT - Plugs, Receptacles, Wiring Devices & Telecom
B	Tools & Test Equipment	GREENLEE	A-Velocity Discount
B	Tools & Test Equipment	GREENLEE	B-Velocity Discount
B	Tools & Test Equipment	GREENLEE	Tools, Testers, Fasteners & Accessories
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Fittings
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Strut
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Threaded Rod

E / L	Distribution	HANWA	Solar Products
E / L	Tools & Fasteners	HASTINGS	Tools, Testers, Connectors & Accessories
E / L	Tools & Fasteners	HD ELECTRIC / HAMMERLOCK	Utility Products, Tools, Testers, Fasteners & Accessories
B	Electrical Boxes and Covers	HERITAGE PLASTICS INC	PVC Pipe, Boxes and Fittings
E / L	Electrical Boxes and Covers	HEYCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Fuses	HIGH TECH FUSES	Fuses and Limiters
B	Tools & Fasteners	HILTI INC	Tools, Testers, Fasteners & Accessories
E / L	Distribution	HI-Q SOLAR	Solar Products
B	Networking	HIRSCHMANN USA / BELDEN	Industrial Automation, Connectivity and Netwroking
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	All Other
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	Standard Enclosures, Cabinets, Wire way & Accessories
B	Raceway & Plugmold	HOLOCOM	Other Duct, Raceway, Plugmold & Wireway
B	Raceway & Plugmold	HOLOCOM	Standard Duct, Raceway, Plugmold & Wireway
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Other Lugs, Terminals & Connectors
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Standard Lugs, Terminals & Connectors
E / L	Fans, Heaters and Ventilation Equipment	HONEYWELL	All Other
E / L	Fans, Heaters and Ventilation Equipment	HONEYWELL	Energy & Automation Products
B	Tools & Fasteners	HONEYWELL / SALISBURY	All Other
B	Tools & Fasteners	HONEYWELL / SALISBURY	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
B	Flashlights & Batteries	HOUSE OF BATTERIES	Batteries, Back-Up, Commercial & Flashlight
B	Datacom Cable	HOUSTON WIRE & CABLE	Electrical & Communication Wire & Cable Products
E / L	Conduit Bodies & Fittings	HUBBELL / RACO INCORPORATED / TAYMAC	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
E / L	Electrical Boxes and Covers	HUBBELL / RACO INCORPORATED / TAYMAC	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings

E / L	Lamps & Ballasts	HUBBELL BUILDING AUTOMATION	Building Automation & Energy Management Products
E / L	Wiring Devices	HUBBELL INC.	All Other Residential, Commercial, Industrial & Marine Products
E / L	Wiring Devices	HUBBELL INC.	A-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	B-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	C-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	Hospital Grade and Isolated Ground Products
E / L	Wiring Devices	HUBBELL INC.	Kellems Grips & Accessories
E / L	Electrical Outlets and Switches	HUBBELL INC.	Other Commercial Switch & Receptacle Devices
E / L	Wiring Devices	HUBBELL INC.	Other Industrial Wiring Devices
E / L	Raceway & Plugmold	HUBBELL INC.	Raceway, Plugmold, NetSelect, Floorbox & Accesorries
E / L	Wiring Devices	HUBBELL INC.	Standard Commercial Switch & Receptacle Devices
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Hubbellock and Pin & Sleeve Devices
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Switches, Straight Blade & Twist Lock Devices
E / L	Wiring Devices	HUBBELL INC.	All Other Hubbell Companies & Products
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	All Other Power System Products
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	Standard Electrical & Utility Products
B	Datacom Cable	HUBBELL POWER SYSTEMS / OPTI-LOOP	Fiber & Messenger Cable Storage Solutions
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY / STRONGWELL / CDR	A-Velocity Discount
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY / STRONGWELL / CDR	Enclosures, Vaultrs, Wireway & Accessories
E / L	Fans, Heaters and Ventilation Equipment	HUNTER FAN	Fans, Light Fixtures & Ventilation Equipment
E / L	Enclosures & Cabinets	HYDRO / SAPA	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	All Other Ideal Products
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	A-Velocity Discount

B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	B-Velocity Discount
B	Tools & Test Equipment	IDEAL INDUSTRIES, INC.	Hand Held Testers & Measurement
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Kits, Benders, Fish Tapes, Terminals & Accessories
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Tools, Lugs, Connectors & Fasteners
B	Tools & Fasteners	IGLOO CORP.	All Products
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	Standard Wire Nuts, Terminals, Lugs, Connectors & Surge Products
B	Networking	INDEPENDENT TECHNOLOGIES, INC	Communication & Diagnostic Products
B	Control Equipment & Transformers	INGERSOL RAND COMPANY - POWER	Control Equipment & Transformers
B	Power Products	INGERSOL RAND COMPANY - POWER	Surge, Power Protection & Power Products
E / L	Enclosures & Cabinets	INNOVATIVE METAL INDUSTRIES, INC.	Enclosures, Cabinets, Wireway & Accessories
E / L	Tools & Test Equipment	INNOVOLT	Data Loggers, Test & Measurement Products
E / L	Conduit, Channel & Fittings	INTEGRAL	All Products
E / L	Wiring Devices	INTERMATIC	All Other
E / L	Wiring Devices	INTERMATIC	A-Velocity Discount
E / L	Wiring Devices	INTERMATIC	B-Velocity Discount
E / L	Wiring Devices	INTERMATIC	Standard Timers & Photo Cells
E / L	Test Equipment	INVENSYS CONTROLS	Smoke Detectors, Fire Alarms, CO2 & Signals
B	Conduit, Channel & Fittings	IPEX INC.	Fittings, Accessories & All Other
B	Conduit, Channel & Fittings	IPEX INC.	Pipe & Innerduct
E / L	Distribution	IRONRIDGE SOLAR	Solar Products
E / L	Electrical Distribution	ITE / SIEMONS	Eectrical Distribution & Control Products
B	Tools & Fasteners	iTOOL / GLESCO	Wire Management Tools & Reels
B	Tools & Fasteners	ITW LINX / ITW	Tools, Testers, Fasteners & Accessories
E / L	Conduit Bodies & Fittings	JAMESCE CORP	Conduit Bodies, Boxes, Connectors & Fittings

B	Tools & Test Equipment	JAMESON TOOLS	Standard Tools, Testers, Fasteners & Accessories
E / L	Tools & Fasteners	JOHNSON TOOLS	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	JOS. T. FEWKES, CO.	Eectrical Distribution & Control Products
E / L	Control Equipment & Transformers	KEARNEY	Utility Products
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Fire Smoke Detectors, Fire Alarms, CO2 & Signals
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Smoke Detectors, Fire Alarms, CO2 & Signals
E / L	Fans, Heaters and Ventilation Equipment	KING ELECTRICAL MANUFACTURING	Heating, Cooling, Ventilation & Connectors
E / L	Fans, Heaters and Ventilation Equipment	KING INNOVATION	Standard Tools, Lugs, Connectors & Fasteners
B	Tools & Test Equipment	KLEIN TOOLS	Other Tools, Testers, Fasteners & Accessories
B	Tools & Test Equipment	KLEIN TOOLS	Standard Tools, Testers, Fasteners & Accessories
E / L	Fans, Heaters and Ventilation Equipment	KOHLER	Cooling, Water Coolers & Ventilation
E / L	Electrical Distribution	KOHLER GENERATORS	Generators, Motors, Control, Energy Management & Power
E / L	Control Equipment & Transformers	KOOPERS	Utility Products
B	Tools & Test Equipment	KRALOY FITTINGS	Other PVC Junction Boxes & Fittings
B	Tools & Test Equipment	KRALOY FITTINGS	Standard PVC Junction Boxes & Fittings
B	Tools & Test Equipment	KRYLON PRODUCTS	Other Marking, Spray and Paint Products
E / L	Control Equipment & Transformers	KUHLMAN	Eectrical Distribution & Control Products
B	Tools & Fasteners	L.H. DOTTIE	All Other Hardware, Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	L.H. DOTTIE	Standard Hardware, Tools, Testers, Fasteners & Accessories
E / L	Wiring Devices	LADD INDUSTRIES	Wiring Devices & Electrical Products
B	Conduit, Channel & Fittings	LAMSON PIPE COMPANY	All Lamson & Sessions Products and Companies
E / L	Electrical Distribution	LANDIS & GYR	Meters, Controls, Energy Management & Power

E / L	Conduit Bodies & Fittings	LARUS CORP	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Fans, Heaters and Ventilation Equipment	LEADING EDGE / MARLEY	Fans, Heaters and Ventilation Equipment
B	Tools and Test Equipment	LEICA GEOSYSTEMS	Laser Measurment Equipment
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Standard Saw Blades, Tools and Cutting Equipment
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Other Saw Blades, Tools and Cutting Equipment
E / L	Control Equipment & Transformers	LEUZE ELECTRONIC	Sensors, Automation, Terminal Blocks & Panel Accessories
E / L	Wiring Devices	LEVITON	A-Velocity Discounts
E / L	Wiring Devices	LEVITON	B-Velocity Discounts
E / L	Electronic Vehicle Fueling Stations	LEVITON	Elctrical Vehicle Charging Stations
E / L	Wiring Devices	LEVITON	Other Residential, Commercial, Decora, Industrial Devices & Leviton Products
E / L	Wiring Devices	LEVITON	Other Wallpates, Standard Lighting & Fan Control
E / L	Electrical Outlets and Switches	LEVITON	Standard Residential, Commercial, Decora, & Industrial Devices
E / L	Wiring Devices	LEVITON	Standard Wallpates, Fan & Lighting Control
E / L	Lamps & Ballasts	LEVITON / INTENSE LIGHTING.	Lighting, Lighting Fixtures & Control Products-U
E / L	Wire & Cable	LEX PRODUCTS	Eectrical Distribution, Cable Assemblies & Control Products
B	Distribution	LG - BUSINESS SOLUTIONS	Solar, Lighting, Electronics, Technology, Displays & Related Products
E / L	Lighting Fixtures	LIGHTING FIXTURES & RELATED PRODUCTS	Lighting Fixtures, Misc. Lamps & Ballasts, Video Boards & Related Lighting Products
E / L	Distribution	LINE HARDWARE	Utility Products, Tools, Testers, Fasteners & Accessories
E / L	Fuses	LITTELFUSE	All Other Fuses, Fuseblocks, Related Products & Accessories
E / L	Fuses	LITTELFUSE	Standard Fuses, Fuseblocks, Related Products & Accessories
E / L	Conduit, Channel & Fittings	LUBRIDUCT	LUBRIDUCT
E / L	Control Equipment & Transformers	LUMBERG AUTOMATION	Motors, Control, Energy Management & Power
E / L	Lamps & Ballasts	LUTRON	All Other Products

E / L	Lamps & Ballasts	LUTRON	A-Velocity Discounts
E / L	Lamps & Ballasts	LUTRON	Standard Products
B	Enclosures & Cabinets	LYON WORKSPACE, LLC	Workstations, Tab;les, Cabinets, Enclosures, Lockers & Related Products
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Joslyn, Continental, Dixie & Other MacLean Companies
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Other Utility & Broadband Connections, Insulators & Hardware
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Standard Utility & Broadband Connections, Insulators & Hardware
B	Flashlights & Batteries	MAG LIGHT / MAG INSTRUMENT	Flashlights & Batteries
E / L	Electrical Distribution	MAGNECRAFT / SCHNEIDER	Relays & Sockets
E / L	Electrical Distribution	MALTON EQUIPMENT / ABB	Eectrical Distribution & Control Products
E / L	Test Equipment	MAPLE CHASE	Fire, Smoke & Co2 Detectors, Thermostats
B	Fans, Heaters and Ventilation Equipment	MARLEY / Q-MARK	All Other Heating, Cooling & Ventilation
B	Fans, Heaters and Ventilation Equipment	MARLEY / Q-MARK	Standard Heating, Cooling & Ventilation
B	Tools & Fasteners	MASTER LOCK / AMERICAN LOCK	All Other Locks, Tag Out, Security Related Products & Accessories
B	Tools & Fasteners	MASTER LOCK / AMERICAN LOCK	Standard Locks, Tag Out, Security Related Products & Accessories
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	All Other McGill / Emerson Products
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	Standard Lamp Changers, Portable Lighting & Accessories
E / L	Control Equipment & Transformers	MERSEN GROUP	Electrical, Automation and Control Products
B	Tools & Fasteners	METALLICS	All Other Hardware & Accessories
B	Tools & Fasteners	METALLICS	Standard Hardware & Accessories
E / L	Enclosures & Cabinets	MEYER STRUCTURES	Enclosures, Cabinets & Vaults
B	Power Products	MGE UPS SYSTEMS / EATON	UPS Systems, Surge, Power Protection & Power Products

E / L	Control Equipment & Transformers	MICRO-TECH DESIGN	Motors, Control, Energy Management & Power
E / L	Conduit Bodies & Fittings	MIDWEST ELECTRIC PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit, Channel & Fittings	MILBANK	A-Velocity Discounts
E / L	Conduit, Channel & Fittings	MILBANK	Meter Sockets & Electrical Distribution
B	Tools & Fasteners	MILWAUKEE	All Other Milwaukee Products
B	Tools & Fasteners	MILWAUKEE	Standard Power & Hand Tools
E / L	Conduit, Channel & Fittings	MINERALLAC	All Other Minerallac Products
E / L	Conduit, Channel & Fittings	MINERALLAC	Stock Conduit Fittings, Connectors & Accessories
E / L	Fans, Heaters and Ventilation Equipment	MIP / MARLEY	Fans, Heaters and Ventilation Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc, Smoke Detection, CO,, Fire Stop & Fire Suppression Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Automation, Integration & Control Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Circuit Breakers, Fuses, Panels, GFI & Related Power Control Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Distribution & Control Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Utility & Service Provider Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Vehicle Charging Stations, Products & Related Services
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Hand Dryers, Water Coolers & Related Electrical Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Heating, Cooling, Ventilation & Fan Products
E / L	Power Products	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Motors, Generators, Transfer Switch, Power Conditioning & Back-Up
E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Related MRO, Safety, Fasteners, Hardware, Tools, Cleaners & Accessories
E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Test, Measurement, Monitoring & Logging Products

E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Trainsportation & Airport Electrical & Lighting Products
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lamps, LED Bulbs, Ballast, Drivers & Related Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	MISC. LED & Induction Lighting
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Fixtures & Related Lighting Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Manufacturers
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting, Energy Management & Control Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Roadway, Parking & Bridge Lighting Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Smart City, Smart Campus, Lighting Technology, Software & Related Control Produ
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Emergency Response & Disaster Recovery Products
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Hard To Find Products
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Related Maintenance, Repair & Operation Products (MRO)
B	Tools & Test Equipment	MISCELLANEOUS RECYCLING	Misc. Recycling Products & Services
E / L	Wiring Devices	MODULAR CONNECTIONS	Wiring Devices, Cable Assemblies, Water Tight & Connections
B	Wiring Devices	MOLEX CORP. LLC.	Standard Wiring Devices, Cable Assemblies, Water Tight
B	Wireless	MOTOROLA SOLUTIONS	Other Business & Commercial Radios & Communication Products
B	Wireless	MOTOROLA SOLUTIONS	Standard Business & Commercial Radios & Communication Products
E / L	Control Equipment & Transformers	MOTORTRONICS / PHASETRONICS	Motors, Control, Energy Management & Power
B	Wiring Devices	MULBERRY	Standard Faceplates, Wiring Devices & Accessories
B	Wiring Devices	MULBERRY	All Other Faceplates, Wiring Devices & Accessories
E / L	Tools & Fasteners	MULTI-LINK	Automation Products
E / L	Control Equipment & Transformers	MYRON ZUCKER	Motors, Control, Energy Management & Power
E / L	Datacom Cable	NATIONAL STANDARD	Electrical & Communication Wire & Cable Products

E / L	Datacom Cable	NATIONAL STRAND	Electrical & Communication Wire & Cable Products
E / L	Conduit Bodies & Fittings	NEPTCO	A-Velocity Discounts
E / L	Conduit Bodies & Fittings	NEPTCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Networking	NEPTCO, INC. - All	Measuring, Detecting & Pulling Rope / Tape
E / L	Enclosures & Cabinets	NEW BASIS	Enclosures, Cabinets & Vaults
E / L	Distribution	NEXANS ENERGY	Power Distribution, Control Equipment & Transformers
E / L	Distribution	NORTH AMERICAN ELECTRIC	Power Distribution, Control Equipment & Transformers
B	Tools & Fasteners	NORTH SAFETY	All Other Safety & Security Products
B	Tools & Fasteners	NORTH SAFETY	Standard Safety & Security Products
B	Power Products	NORTHSTAR BATTERY	Batteries & Power Solutions
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	Wire Nuts, Terminals, Lugs & Connectors
E / L	Test Equipment	NuTONE / BROAN	All Other Products
E / L	Test Equipment	NuTONE / BROAN	Standard Doorbells & Chimes
E / L	Test Equipment	NuTONE / BROAN	Standard Heating & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	OASIS	Heating, Cooling, Water Coolers & Ventilation
B	Tools & Fasteners	OATEY	Other Caulk, Glue, Adhesives, Sealants, Tools & Plumbing
B	Tools & Fasteners	OATEY	Standard Caulk, Glue, Adhesives, Sealants, Tools & Plumbing
E / L	Conduit, Channel & Fittings	OCAL / OCCIDENTAL COATING / THOMAS & BETTS	PVC Coated Conduit
E / L	Conduit, Channel & Fittings	OCAL / OCCIDENTAL COATING / THOMAS & BETTS	PVC Coated Conduit Boxes, Fittings & Connectors
B	Enclosure & Cabinets	OLDCASTLE PRECAST / CARSON / SYNERTECH	Carson Industries, 0c04 Heavy Wall, Standard Old Castle OPE
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Other OCP, Vaults, Enclosures, Wireway, Covers & OPE Solutions
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Standard Vaults, Enclosures, Wireway, Covers & OPE Solutions

B	Control Equipment & Transformers	ONEAC CORPORATION	Other Conditioning, UPS Systems, Power Protection & Power Products
B	Power Products	ONEAC CORPORATION	Standard Conditioning, UPS Systems, Power Protection & Power Products
E / L	Distribution	ONTILITY	Solar Products & Solutions
E / L	Lamps & Ballasts	OPTILUMEN	Lighting, Lighting Fixtures & Control Products-U
E / L	Fans, Heaters and Ventilation Equipment	ORION	Heating, Cooling & Ventilation
B	Electrical Distribution	ORS NASCO	Related MRO Products & Accessories
B	Tools & Fasteners	OSHKOSH TOOL	Tools, Testers, Fasteners & Accessories
E / L	Fans, Heaters and Ventilation Equipment	OUELLET	Heating, Cooling & Ventilation
E / L	Distribution	OUTBACK POWER	Solar Products
E / L	Conduit Bodies & Fittings	OZ GEDENEY	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	OZ GEDENEY	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Raceway & Plugmold	PANDUIT	All Other Raceway, Boxes, Faceplates & Fittings
B	Lugs, Terminals & Connectors	PANDUIT	A-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	B-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	Compression & Mechanical Connectors
B	Lugs, Terminals & Connectors	PANDUIT	C-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	D-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	Grounding and Multi-Tap Connectors
B	Tools & Fasteners	PANDUIT	Heat Shrink Tubing
B	Tools & Fasteners	PANDUIT	Other Cable Ties, Fastening, Accessories, Labeling & ID Products
B	Tools & Fasteners	PANDUIT	Printers, Labeling Systems and Accessories
B	Raceway & Plugmold	PANDUIT	Raceway, Boxes, Faceplates & Fittings
B	Tools & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Bulk Pack
B	Tools & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Standard Pack

B	Tools & Fasteners	PANDUIT	Standard Stainless Steel Products
B	Lugs, Terminals & Connectors	PANDUIT	Standard Standard Terminals - Bulk Pack
B	Lugs, Terminals & Connectors	PANDUIT	Standard Terminals - Standard Pack
B	Tools & Fasteners	PANDUIT	Tools & Accessories
B	Tools & Fasteners	PANDUIT	Wire Identification Products
B	Raceway & Plugmold	PANDUIT	Wiring Duct & Covers
B	Lugs, Terminals & Connectors	PANDUIT - All Other Lugs,	All Other Lugs, Terminals & Connectors
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	All Other Products
E / L	Electrical Outlets and Switches	PASS & SEYMOUR, INC. / LEGRAND	Standard Electrical Outlets & Switch Products
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	Standard Wiring Device Products
E / L	Electrical Boxes and Covers	PATTON BUILDING PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Wiring Devices	PC SYSTEMS	Wiring Harnesses & Connectors
E / L	Electrical Boxes and Covers	PENNINGTON	Conduit Bodies, Boxes, Connectors & Fittings
B	Control Equipment & Transformers	PENTAIR COMPANIES	Electrical, Lighting, Communication, Security & Related Products
B	Cable Management	PENTAIR COMPANY	All Other Pentair Companies & Products
B	Cable Management	PENTAIR THERMAL	Thermal Building & Industrial Heat Trace Solutions
E / L	Control Equipment & Transformers	PEPPERL & FUCH'S	Automation, Terminal Blocks & Panel Accessories
E / L	Electrical Boxes and Covers	PERFECTLINE	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	CFL
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	LARGE LAMPS
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	LED
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	Lighting - All Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	All Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	A-Velocity Discount
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Fluorescent Electronic Ballasts

E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	HID Electronic Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Magnetic Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Sign Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Standard HID Ballasts
B	Physical Security and Access Control	PHOENIX CONTACT	Communication, Physical Security and Access Control Products
B	Control Equipment & Transformers	PHOENIX CONTACT	All Other Electrical Distribution, Automation & Control Products
B	Control Equipment & Transformers	PHOENIX CONTACT	A-Velocity Discount
B	Control Equipment & Transformers	PHOENIX CONTACT	Standard Electrical Distribution, Automation & Control Products
B	Tools & Test Equipment	PLATT LUGGAGE, INC.	Tools, Tool Cases, Bags & Accessories
B	Tools & Fasteners	PLYMOUTH	Electrical Tape, Tape Products & Accessories
B	Control Equipment & Transformers	PORCELAIN PRODUCTS	Utility Products
B	Lugs, Terminals & Connectors	PORCELIN PRODUCTS / PPC / BERTOLINI INDUSTRIES	Insulators & Pocelain Products
B	Power Products	POTTER BRUMFIELD / TEC	Relays & Circuit Breakers
E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Standard Power Supplies, Electrical & Communication Products
E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Other Power Supplies, Electrical & Communication Products
E / L	Conduit, Channel & Fittings	POWER STRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories
E / L	Wiring Devices	PRECISION	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	A-Velocity Discount
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
B	Datacom Connectivity	PREMAX	Tools, Scissors, Clippers & Strippers
B	Tools & Fasteners	PROTECTIVE INDUSTRIAL PRODUCTS	Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	PULS	Power & Protection Products

B	Tools & Fasteners	PURDY	Paint, Caulk, Glue, Adhesives & Sealants
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - ELBOWS, FITTINGS & ACCESSORIES
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - SCHEDULE 40 & 80
E / L	Wiring Devices	R. STAHL, INC.	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Conduit Bodies & Fittings	RACO INCORPORATED / HUBBELL	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
E / L	Electrical Boxes and Covers	RACO INCORPORATED / HUBBELL	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
B	Tools & Fasteners	RAMSET / ITW	Tools, Testers, Fasteners & Accessories
E / L	Wire & Cable	RAYCHEM CORP	Specialty Wire & Cable
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	All Other Batteries, Flashlights & Rayovac Products
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	A-Velocity Discount
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	B-Velocity Discount
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	Standard Batteries, Flashlights & Related Products
E / L	Tools & Fasteners	RAYTHEON	Tools, Testers & Fasteners
E / L	Conduit Bodies & Fittings	RECTORSEAL CORP.	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Tools & Fasteners	REEF INDUSTRIES	Coatings, Film & Laminates
E / L	Conduit Bodies & Fittings	REMKE	Industrial Products
E / L	Tools & Fasteners	RIEVA	Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	RIGID TOOL	All Other Tools & Test Equipment
B	Tools & Fasteners	RIGID TOOL	Standard Tools & Test Equipment
E / L	Tools & Fasteners	RIPLEY	Tools, Testers, Fasteners & Accessories
B	Enclosures & Cabinets	RITTAL CORP	Enclosures, Cabinets & Wireway
E / L	Conduit Bodies & Fittings	ROANWELL CORP.	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit

E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit Boxes, Fittings & Connectors
E / L	Control Equipment & Transformers	RONK ELECTRICAL IND.	Transfer Switches & Electrical Control Products
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS / GOTT PRODUCTS	All Other Tubs, Enclosures & Related MRO Products
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS / GOTT PRODUCTS	Standard Tubs, Enclosures & Related MRO Products
E / L	Wiring Devices	RUSSELL STOLL / THOMAS & BETTS	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	All Other Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	Standard Plugs, Receptacles, Wiring Devices & Telecom
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Other Access Controls, Locking and Hardware
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Standard Access Controls, Locking and Hardware
E / L	Electrical Distribution	S & C ELECTRIC	Electrical Distribution & Control Products
B	Tools & Fasteners	SALIBURY / HONEYWELL	All Other
B	Tools & Fasteners	SALIBURY / HONEYWELL	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Enclosures & Cabinets	SAPA / HYDRO	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories
E / L	Distribution	SCHLETTER SOLAR	Schletter - Solar Products
E / L	Distribution	SCHNEIDER ELECTRIC	A-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	B-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	C-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	D-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	E-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	F-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	G-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	H-Velocity Discount

E / L	Distribution	SCHNEIDER ELECTRIC	I-Velocity Discount
E / L	Control Equipment & Transformers	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Distribution	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electrical Distribution	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electronic Vehicle Fueling Stations	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Safety Switches	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electrical Boxes and Covers	SEDIVER	Conduit Bodies, Boxes, Connectors & Fittings
B	Networking	SELECTA SWITCH / SELECTA PRODUCTS / MICROSWITCH	Electronics, Electrical & Communication Products
E / L	Test Equipment	SENSOR SWITCH, INC.	SENSOR SWITCH INC
B	Services	SERVICES	Value Added Services to Support Contract Products
B	Tools & Fasteners	SEYMORE SMITH	Scissors, Snips, Cutting & Other Tools
E / L	Lamps & Ballasts	SHAT-R-SHIELD	Lamps & Lighting Products
B	Networking	SHOOTER DETECTION SYSTEMS	Gun Shot Detection Systems
B	Networking	SHOT SPOTTER	Gun Shot Detection Systems
B	Networking	SHOT TRACER	Gun Shot Detection Systems
B	Tools & Test Equipment	SIMPSON ELECTRIC CO.	Tools & Test Equipment
E / L	Distribution	SMA SOLAR	SMA - Solar Products
E / L	Control Equipment & Transformers	SOLA / HEVI-DUTY / ACME	Control Equipment & Transformers
E / L	Distribution	SOLAR BOS	SolarBOS - Solar Products
E / L	Distribution	SOLAR EDGE	SolarEdge - Solar Products
E / L	Distribution	SOLAR WORLD	SolarWorld - Solar Products
E / L	Tools & Fasteners	SOLiD TECHNOLOGIES	Building Automation and Wireless
E / L	Distribution	SOLIGENT SOLAR	Soligent - Solar Products
B	Cable Management	SPECIFIED TECHNOLOGIES INC. / STI	Caulk, Putty, Sealants, Joints, Curtains & Other Fire Protections Products

E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	All Other Lamps & Lighting Products
E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	Standard Lamps & Lighting Products
B	Tools & Fasteners	STANLEY / BLACK & DECKER / DEWALT	Tools, Testers, Fasteners & Accessories
B	Flashlights & Batteries	STREAMLIGHT	Other Commercial Flashlights & Related Products
B	Flashlights & Batteries	STREAMLIGHT	Standard Commercial Flashlights & Related Products
E / L	Enclosures & Cabinets	STRONGWELL	Enclosures, Vaults, Wireway & Accessories
E / L	Control Equipment & Transformers	STRUTHERS DUNN	Control Equipment & Transformers
E / L	Control Equipment & Transformers	SUMITOMO AUTOMATION	Motors, Control, Energy Management & Power
E / L	Conduit, Channel & Fittings	SUPERSTRUT / THOMAS & BETTS	Strut, Threaded Rod, Fittings & Accessories
E / L	Enclosures & Cabinets	SUPPLY PRO	Vending Machines, Cabinets, Storage and Replacement Parts
B	Electrical Outlets & Switches	TAY-MAC CORPORATION / HUBBELL	Weatherproff Boxes and Accessories
E / L	Lamps & Ballasts	TCPI / TECHNICAL CONSUMER PRODUCTS, INC.	Standard Lamps, Compacts, LED & Related Lighting Products
B	Flashlights & Batteries	THE BATTERY CENTER, INC.	All Other Flashlights & Batteries
B	Flashlights & Batteries	THE BATTERY CENTER, INC.	Stock Flashlights & Batteries
B	Tools & Fasteners	THE IRWIN COMPANY	All Other Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	THE IRWIN COMPANY	Standard Tools, Testers, Fasteners & Accessories
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	All Other Blackburn Products, Tools & Accessories
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Color Keyed Commpresion, Lugs & Standard Bolted Connectors
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Steel Squeeze Connectors, Clips & Hangers
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Terminal Connectors & Fastening Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Thomas & Betts Companies & Products
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	All Other TY-Duct, Commercial, Industrial, Rigid, Conduit Bodies & Related Products

E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	A-Velocity Discount
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	Carlon Non-Metallic Boxes
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - All Other Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - Standard Products
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Marrette Wire Connectors
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Color Keyed Commpresion, Lugs & Standard Bolted Connectors
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Rigid Fittings & Other Standard Rigid Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Conduit Bodies, Tools & Accessories
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Industrial Connectors & Standard Blackburn Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Steel Squeeze Connectors, Clips & Hangers
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Terminal Connectors & Fastening Products
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	Standard TY-Duct Products
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - All Other Boxes, Fittings & Steel City Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Commercial & Commercial EMT Fittings
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Steel Boxes
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - BX / FSX & MC Connectors, TNB TEK - JMC Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - Standard Commercial Die Cast Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	General Fittings & Accessories
E / L	Conduit, Channel & Fittings	THOMAS & BETTS / SUPERSTRUT	Strut
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	Threaded Rod
E / L	Test Equipment	TORK	TORK - Time Switches, Photo Eyes & Signaling
B	Physical Security and Access Control	TOTUS SOLUTIONS	LED Lighting, Security, Surveillance & Control Systems

E / L	Fans, Heaters and Ventilation Equipment	TPI CORPORATION / FOSTORIA	Other TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting
E / L	Fans, Heaters and Ventilation Equipment	TPI CORPORATION / FOSTORIA	Standard TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting
E / L	Control Equipment & Transformers	TRANS-COIL / TCI	Control Equipment & Transformers
E / L	Lamps & Ballasts	TRANSPORTATION PRODUCTS DISTRIBUTION	Transportation Lighting & Related Products
B	Physical Security and Access Control	TRANSPORTATION PRODUCTS INC.	LED Lighting, Security, Surveillance & Control Systems
E / L	Wiring Devices	TRI PALM, INT.	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	TRYSTAR	Wiring Devices & Electrical Products
B	Control Equipment & Transformers	TURCK INC	Sensors, Fieldbus, Connectivity & Interface Products
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	All Other Surge, Power Protection & Power Products
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	Standard Surge, Power Protection & Power Products
E / L	Tools & Fasteners	UNION TOOLS	Tools, Testers, Fasteners & Accessories
E / L	Distribution	UNIRAC SOLAR	Unirac - Solar Products
E / L	Conduit, Channel & Fittings	UNISTRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories
E / L	Tools & Fasteners	UNITED STATES STEEL	UNITED STATES STEEL - Tools, Testers, Fasteners & Accessories
B	Physical Security and Access Control	UNITED TECHNOLOGIES CORPORATION - FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products
B	Power Products	UNITED TECHNOLOGIES CORPORATION - POWER	UPS Systems, Surge, Power Protection & Power Products
E / L	Lamps & Ballasts	UNIVERSAL ELECTRIC CORP.	Raceway, Plugmold, Trolley, Critical Power, UPS Syystems & Related Products
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	LED, Drivers, Lamps, Ballast, Sensors, Wiring Devices & Related Products
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	Lighting Fixtures, LED Retrofit Kits & Related Products

E / L	Distribution	US SOLAR DISTRIBUTING	Solar Products
B	Power Products	UTC FIRE AND SECURITY AMERICAS CORP. - POWER	UPS Systems, Surge, Power Protection & Power Products
B	Physical Security and Access Control	UTC FIRE AND SECURITY AMERICAS CORP. FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products
B	Cable Management	VELCRO USA	Wrapping & Cable Manageent Products
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	A-Velocity Discount
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Bulk, On Demand & Specialty Recycling Services
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Other Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Standard Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers
E / L	Control Equipment & Transformers	VICTOR INSULATORS INC.	Motor Controls, Utility & Transformers
B	Enclosures & Cabinets	VYNCKIER	All Other Enclosures, Cabinets, Wire way & Accessories
B	Enclosures & Cabinets	VYNCKIER	Standard Enclosures, Cabinets, Wire way & Accessories
E / L	Tools & Fasteners	WATLING	Tools, Testers, Fasteners & Accessories
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	A-Velocity Discount
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	Lighting Control Products
E / L	Control Equipment & Transformers	WEIDMUELLER	Terminals, Connectors & Related Products
B	Tools & Fasteners	WERNER LADDER	All Other Ladders and Accessories
B	Tools & Fasteners	WERNER LADDER	Standard Ladders and Accessories
E / L	Control Equipment & Transformers	WILCOM	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - XHHW
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire XLP
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored BX Cable

E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Aluminum Jacket
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Copper Jacket
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored MC Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Bare Copper Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronic Cable - Fire, Alarm & Security
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronics & Communication Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - General Cable / Carol Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Machine Tool AWM TEW
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Misc Copper Bldg Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Miscellaneous Wire Suppliers
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - NM ROMEX
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords Premium
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - THHN/TFFN
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - USE & RHH - HRH
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- A-Velocity Discount
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- B-Velocity Discount
B	Raceway & Plugmold	WIREMOLD / LEGRAND	All Other Raceway & Plugmold
B	Raceway & Plugmold	WIREMOLD / LEGRAND	A-Velocity Discount
B	Raceway & Plugmold	WIREMOLD / LEGRAND	Standard Raceway & Plugmold
B	Electrical Boxes and Covers	WIREMOLD / WALKER SYSTEMS	Floor Boxes-Poke Thrus
E / L	Wiring Devices	WOODHEAD / MOLEX	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Fans, Heaters and Ventilation Equipment	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation
B	Tools & Test Equipment	ZEP MANUFACTURING	Aerosals, Lubricants & Cleaners

B	Tools & Fasteners	ZIRCON	All Other Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	ZIRCON	Standard Tools, Testers, Fasteners & Accessories

Graybar U.S. Communities Pricing: Pricing applies to normally stocked Graybar materials. Discounts are based on Grayb

Graybar Electric Company, Inc.

Please review the attached PDF for signature

and the discount percentage off the price list you are offering. If you are offering a

Applicable Column	Discount Off Price List Offered	Price List Title	Price List Date / Number	Line
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	33	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	23	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	18	Graybar Mftr. Price List	9/06/2017	Other
List Less	25	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	2
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	1	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	20	Graybar Mftr. Price List	9/06/2017	Other
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List Less	27	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	4	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	3
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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List Less	9	Graybar Mftr. Price List	9/06/2017	Other
List Less	See GE Lighting	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	15	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	30	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	Discounts	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other

C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	30	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	2
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	(WYR) Discounts	Graybar Mftr. Price List	9/06/2017	Other
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List Less	25	Graybar Mftr. Price List	9/06/2017	Other
List Less	81	Graybar Mftr. Price List	9/06/2017	Other
List Less	72	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other

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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	30	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	19	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	19	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
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List Less	31	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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List Less	98	Graybar Mftr. Price List	9/06/2017	Other
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List Less	83	Graybar Mftr. Price List	9/06/2017	Other
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List Less	83	Graybar Mftr. Price List	9/06/2017	Other
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List Less	92.5	Graybar Mftr. Price List	9/06/2017	Other
List Less	88	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	68	Graybar Mftr. Price List	9/06/2017	Other

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List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	53	Graybar Mftr. Price List	9/06/2017	Other
List Less	55	Graybar Mftr. Price List	9/06/2017	Other
List Less	63	Graybar Mftr. Price List	9/06/2017	Other
List Less	68	Graybar Mftr. Price List	9/06/2017	Other
List Less	87	Graybar Mftr. Price List	9/06/2017	Other
List Less	79	Graybar Mftr. Price List	9/06/2017	Other
List Less	70	Graybar Mftr. Price List	9/06/2017	Other
List Less	81	Graybar Mftr. Price List	9/06/2017	Other
List Less	62	Graybar Mftr. Price List	9/06/2017	Other
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List Less	85	Graybar Mftr. Price List	9/06/2017	1

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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other

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List Less	49	Graybar Mftr. Price List	9/06/2017	Other
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List Less	26	Graybar Mftr. Price List	9/06/2017	1
List Less	56	Graybar Mftr. Price List	9/06/2017	1
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	36	Graybar Mftr. Price List	9/06/2017	3
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List Less	29	Graybar Mftr. Price List	9/06/2017	Other
List Less	19	Graybar Mftr. Price List	9/06/2017	2
List Less	36	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	Supplier Schedule	Graybar Mftr. Price List	9/06/2017	1
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	2
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List Less	24	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	91	Graybar Mftr. Price List	9/06/2017	Other
List Less	74	Graybar Mftr. Price List	9/06/2017	3

List Less	64	Graybar Mftr. Price List	9/06/2017	Other
List Less	74	Graybar Mftr. Price List	9/06/2017	Other
List Less	66	Graybar Mftr. Price List	9/06/2017	Other
List Less	69	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	2
List Less	32	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	2
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	33	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	International	Graybar Mftr. Price List	9/06/2017	2
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other

List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	30	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	24	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	55	Graybar Mftr. Price List	9/06/2017	Other
List Less	42	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	25	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	54	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	1	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other

C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	39	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	39	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	85	Graybar Mftr. Price List	9/06/2017	Other
List Less	70	Graybar Mftr. Price List	9/06/2017	Other
List Less	60	Graybar Mftr. Price List	9/06/2017	Other
List Less	57	Graybar Mftr. Price List	9/06/2017	Other
List Less	54	Graybar Mftr. Price List	9/06/2017	Other
List Less	50	Graybar Mftr. Price List	9/06/2017	Other
List Less	41	Graybar Mftr. Price List	9/06/2017	Other
List Less	30	Graybar Mftr. Price List	9/06/2017	Other

List Less	20	Graybar Mftr. Price List	9/06/2017	Other
	Price Schedule	Graybar Mftr. Price List	9/06/2017	1
	Price Schedule	Graybar Mftr. Price List	9/06/2017	1
	Price Schedule	Graybar Mftr. Price List	9/06/2017	1
	Price Schedule	Graybar Mftr. Price List	9/06/2017	1
	Price Schedule	Graybar Mftr. Price List	9/06/2017	1
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	29% - See Appendix C	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	9	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	9	Graybar Mftr. Price List	9/06/2017	Other

List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	30	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	34	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	Superstrut	Graybar Mftr. Price List	9/06/2017	2
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	29	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	30	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	56	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other

List Less	66	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	28	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	82	Graybar Mftr. Price List	9/06/2017	Other
List Less	46	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other
List Less	66	Graybar Mftr. Price List	9/06/2017	Other
List Less	54	Graybar Mftr. Price List	9/06/2017	Other
List Less	39	Graybar Mftr. Price List	9/06/2017	Other
List Less	50	Graybar Mftr. Price List	9/06/2017	Other
List Less	66	Graybar Mftr. Price List	9/06/2017	Other
List Less	61	Graybar Mftr. Price List	9/06/2017	Other
List Less	51	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	2
List Less	82	Graybar Mftr. Price List	9/06/2017	2
List Less	82	Graybar Mftr. Price List	9/06/2017	2
List Less	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	56	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	2
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other

List Less	5	Graybar Mftr. Price List	9/06/2017	3
List Less	46	Graybar Mftr. Price List	9/06/2017	3
List Less	40	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	30	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	International	Graybar Mftr. Price List	9/06/2017	2
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other

List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	25	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	18	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	20	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	41	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	18	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other

C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	21	Graybar Mftr. Price List	9/06/2017	3
C+ NTE	18	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	21	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	2
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	18	Graybar Mftr. Price List	9/06/2017	1
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	42	Graybar Mftr. Price List	9/06/2017	Other
List Less	35	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	45	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	2
List Less	5	Graybar Mftr. Price List	9/06/2017	3
List Less	11	Graybar Mftr. Price List	9/06/2017	Other
List Less	24	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other

List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	19	Graybar Mftr. Price List	9/06/2017	Other

ar List Price or Cost in effect at time of order. The majority of pricing on the Graybar contracts is

Appendix B-1 - Discount by Category for Electrical & Lighting Items for RFP Proposer Name:
3/26/2019

Authorized Signature:

PROPOSAL PRICE SHEET

INSTRUCTIONS :

For each category listed, state the manufacturer, price list, price list date and number, applicable column from price list,

Comm, Net & Sec, (C/N/S), Electrical (E) or Both (B)	Category	Manufacturer	Manufacturer Product Description
B	Tools & Fasteners	3M	All Other 3M Products
E / L	Tools & Fasteners	3M	A-Velocity Discount
B	Tools & Fasteners	3M	Other Splice Kits, Abrasives & Adhesives
B	Tools & Fasteners	3M	Other Tapes, Fire Stop & Aerosols
B	Tools & Fasteners	3M	Standard Tape & Fire Stop
B	Lugs, Terminals & Connectors	3M	Standard Terminals, Comnnectors, Splice Kits, Cable Ties, Wire Nuts
B	Datacom Connectivity	3M TELECOMMUNICATIONS	Pocket ProJectors & Splice Kits
B	Datacom Connectivity	A. K. STAMPING	All Other Communication Products
B	Datacom Connectivity	A. K. STAMPING	Standard Communication Products
B	Tools & Fasteners	AAMSTRAND	Rope & Cable
E / L	Electrical Distribution	ABB	All Other ABB Companies
E / L	Control Equipment & Transformers	ABB	Motor Control and Transformers
E / L	Electrical Distribution	ABB	Power, Energy, Distribution, Utility & Inteligence Products
B	Tools & Fasteners	ACME STAPLE COMPANY	All Other Staplers, Staples & Connectors
B	Tools & Fasteners	ACP INTERNATIONAL	Marking & Locating Tape
B	Tools & Fasteners	ACP INTERNATIONAL	Other Products
E / L	Conduit Bodies & Fittings	ADALET	All Other
B	Control Equipment & Transformers	ADVANCE DIGITAL BROADCAST	Automation and Control Products
E / L	Control Equipment & Transformers	ADVANCE INDUSTRIAL	Motors, Control, Energy Management & Power

B	Control Equipment & Transformers	ADVANTECH / SMARTWORKS	Automation and Control Products
B	Tools & Test Equipment	AEMC	Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	AERVOE - Aerosals	Aerosals
B	Other :	AERVOE INDUSTRIES	All Other Products
B	Other :	AERVOE INDUSTRIES	Standard Products
B	Wire & Cable	AFC CABLE SYSTEMS	Standard Wire and Cable Products
B	Wire & Cable	AFC CABLE SYSTEMS INC	All Other Products
E / L	Tools & Fasteners	AGLO	All Products
B	Fans, Heaters and Ventilation Equipment	AIR KING VENTILATION	Heating, Cooling & Ventilation
B	Fans, Heaters and Ventilation Equipment	AIR MASTER FAN	Heating, Cooling & Ventilation
B	Cable Management	ALFLEX	Communication Products
E / L	Lighting Fixtures	ALKCO MANUFACTURING COMPANY	Standard Products
E / L	Electrical Distribution	ALL CURRENT ELECTRIC	Electrical Distribution Products
B	Tools & Test Equipment	ALL GEAR INC.	Utility & Construction Rope
E / L	Tools & Fasteners	ALLIED BOLT	Fasteners
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Fittings
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Strut
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Threaded Rod
B	Wiring Devices	ALPHA TECHNOLOGIES	Surge, Power Protection & Power Products
E / L	Test Equipment	ALTRONIX	Other Products
E / L	Test Equipment	ALTRONIX	Standard Products
E / L	Electrical Boxes and Covers	ALUMA FORM	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Lighting Fixtures	AMERACE / THOMAS & BETTS / ABB	Airport Lighting, Electrical & Control Products
E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	All Other

E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	Standard & Miscellaneous Fittings
E / L	Lamps & Ballasts	AMERICAN INDUSTRIAL PARTNERS (AIP) / GE LIGHTING	Lamps, LED, Ballasts & Related Products
B	Tools & Fasteners	AMERICAN LOCK CO.	Locks, Tag Out and Accessories
B	Tools & Test Equipment	AMERICAN POLYWATER CORPORATION	Aerosals, Lubricants & Cleaners
B	Tools & Fasteners	AMERICAN SAW MFG.	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	AMETEK, INCORPORATED	Motors, Control, Energy Management & Power
B	Tools & Test Equipment	AMPROBE INSTRUMENT	Metering & Test Equipment
B	Power Products	AMSECO / POTTER	Fire, Notification & Paging
E / L	Lugs, Terminals & Connectors	ANAMET	All Products
E / L	Electrical Boxes and Covers	ANDERSON	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	APPLETON	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Electrical Distribution	ARGO	All Products
E / L	Conduit Bodies & Fittings	ARLINGTON	All Other
E / L	Conduit Bodies & Fittings	ARLINGTON	Standard Conduit Bodies, Boxes, Connectors & Fittings
E / L	Enclosures & Cabinets	ARMORCAST PRODUC.	Enclosures, Cabinets, Wire way & Accessories
E / L	Tools & Fasteners	ARNCO	All Products
B	Tools & Fasteners	ARROW FASTENERS	All Other Staplers, Staples & Connectors
B	Tools & Test Equipment	ARROW FASTENERS	Standard Staplers, Staples & Connectors
E / L	Tools & Fasteners	ARROW MAGNOLIA	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	All Other
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	Stock Transfer Switches & Other Standard
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	All Other ATKORE Companies & Products
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Conduit (TUB) - All Atkore Brands
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Innerduct, Conduits & Related Products

E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit Boxes, Fittings & Related PVC Products
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut Fittings & Accessories
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Threaded Rod
E / L	Wire & Cable	ATKORE INTERNATIONAL	Wire & Cable (WYR) - All Atkore Brands
E / L	Wiring Devices	ATKORE INTERNATIONAL	Wiring Harnesses, Cable Assemblies and Other Wiring Connection Products
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	All Other
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	Stock & Standard Discount
E / L	Distribution	AVALON SOLAR	Solar Products
B	Power Products	B&K PRECISION	Communication Products
E / L	Control Equipment & Transformers	BALDOR	Motors, Control, Energy Management & Other
B	Cable Management	BAND-IT / IDEX	Communication Products
E / L	Tools & Fasteners	BARFIELD	Hardware & Bracket Racks - Utility
E / L	Tools & Fasteners	BARTLETT	All Products
B	Tools & Fasteners	BAUER	Ladders and Accessories
E / L	Electrical Distribution	BEKAERT	All Other Products
E / L	Electrical Distribution	BEKAERT	Standard Wire & Cable Products
E / L	Fans, Heaters and Ventilation Equipment	BERKO / MARLEY	Fans, Heaters and Ventilation Equipment
B	Tools & Fasteners	BLACK & DECKER / DEWALT / STANLEY	All Other Tools
B	Tools & Fasteners	BLACK & DECKER / DEWALT / STANLEY	Stock Power & Hand Tools
E / L	Conduit Bodies & Fittings	BLF CORPORATION	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Tools & Fasteners	B-LINE	A-Velocity Discount
E / L	Tools & Fasteners	B-LINE	B-Velocity Discount
E / L	Conduit Bodies & Fittings	B-LINE	General Fittings & Accessories

E / L	Tools & Fasteners	B-LINE	Metering Products
B	Tools & Fasteners	B-LINE	Racks & Enclosures
E / L	Conduit, Channel & Fittings	B-LINE	Strut
E / L	Conduit Bodies & Fittings	B-LINE	Threaded Rod
E / L	Tools & Fasteners	B-LINE	C-Velocity Discount
B	Video Survaillance	BOSCH TOOLS	Tools & Accessories
B	Tools & Test Equipment	BOSS	All Other Products
B	Tools & Test Equipment	BOSS	Standard Gloves and Accessories
E / L	Wiring Devices	BOURNS INC	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Electrical Boxes and Covers	BOWERS MANUFACTURING	Conduit Bodies, Boxes, Connectors & Fittings
B	Tools & Fasteners	BRADY WORLDWIDE	A-Velocity Discount
B	Tools & Test Equipment	BRADY WORLDWIDE	Industrial, Cable & Wire ID Materials A & B
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule A & F Items
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule B, C & E Items
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule D & H Items and All Other Brady Products
E / L	Conduit Bodies & Fittings	BRIDGEPORT	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	BRIDGEPORT	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Flashlights & Batteries	BRIGHT STAR	All Products
E / L	Tools & Fasteners	BRISCON ELECTRIC	Staples & Fasteners
E / L	Test Equipment	BRK / FIRST ALERT	All Other BRK, First Alert, Family Gard, Tundra & OneLink Products
E / L	Test Equipment	BRK / FIRST ALERT	Fire, Smoke & Co2 Detectors
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	Standard Doorbells & Chimes
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	Standard Heating & Ventilation
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	All Other Products

E / L	Control Equipment & Transformers	BROOKS MANUFACTURING	Utility Products - Cross Arms & Accessories
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Accessories
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	All Other Products
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Standard Products
E / L	Lugs, Terminals & Connectors	BUCHANAN CONSTRUCTION	All Products
B	Tools & Fasteners	BULWARK	Safety Products & Protective Clothing
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	All Other
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	B-Velocity Discount
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	Standard Lugs, Terminals & Connectors
E / L	Fuses	BUSSMANN / EATON	All Other Fuses, Fuseblocks, Related Products & Accessories
E / L	Fuses	BUSSMANN / EATON	A-Velocity Discount
E / L	Fuses	BUSSMANN / EATON	B-Velocity Discount
E / L	Fuses	BUSSMANN / EATON	Other Fuseholders, Clips, Reducers, Disconnects, Limiters
E / L	Fuses	BUSSMANN / EATON	Standard Fuse Blocks and Solar Fuses
E / L	Fuses	BUSSMANN / EATON	Standard Fuseholders, Clips, Reducers, Disconnects & Limiters
E / L	Fuses	BUSSMANN / EATON	Standard Fuses, Fuselinks & Accessories
E / L	Fuses	BUSSMANN / EATON	Standard RK5, Small Dimension, Low Voltage, Low Peak & Other Conductors
E / L	Solar	CANADIAN SOLOR	Solar Products
B	Conduit, Channel & Fittings	CANTEX	Innerduct, Conduits & Related Products
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit Boxes, Fittings & Related PVC Products
B	Tools & Test Equipment	CAPP INC	Instrumentation, Valves & Controls
B	Conduit, Channel & Fittings	CARLON	Innerduct, Conduits & Related Products
B	Conduit, Channel & Fittings	CARLON	PVC Conduit

B	Conduit, Channel & Fittings	CARLON	PVC Conduit Boxes, Fittings & Related PVC Products
B	Tools & Fasteners	CAROLINA GLOVE COMPANY	Gloves and Accessories
E / L	Control Equipment & Transformers	CATERPILLAR / CAT	Generators, Motors, Control, Energy Management & Power
B	Tools & Fasteners	CEMENTEX PRODUCTS	All Other Protective Wear, Tools & Accessories
B	Tools & Test Equipment	CEMENTEX PRODUCTS INC	Standard Protective Wear, Tools & Accessories
E / L	Electrical Boxes and Covers	CHALLENGER PRODUCTS / THOMAS & BETTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Electronic Vehicle Fueling Stations	CHARGE POINT	Elctrical Vehicle Charging Stations, Products & Related Services
B	Raceway & Plugmold	CHECKERS INDUSTRIAL PRODUCTS	Industrial and Safety Products
E / L	Fans, Heaters and Ventilation Equipment	CHROMALUX	Fans, Heaters and Ventilation Equipment
E / L	Control Equipment & Transformers	CITECT / SCADA	Schneider, Citect, clearSCADA, Vijeo, Wonderware Automation and Control Products
B	Tools & Test Equipment	CLAUSS CUTLERY	Tools & Strippers
E / L	Conduit Bodies & Fittings	CM CONNECTOR	Connectors & Fittings
E / L	Control Equipment & Transformers	CME	Control Equipment & Transformers
E / L	Tools & Fasteners	CMT INC.	Tools & Test Equipment
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Liquidtite Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Aluminum Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - A-Velocity Discount
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - B-Velocity Dicount
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - EMT Thinwall Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Flexible Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Galvinized Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - IMC Metal Conduit
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Miscellaneous Conduit

E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Nipples, Elbows & Couplings
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	All Other Products
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	Standard Comm. Products, Conduit Bodies, Boxes & Fittings
B	Tools & Test Equipment	CRC	Other Aerosals, Lubricants & Cleaners
B	Tools & Test Equipment	CRC	Standard Aerosals, Lubricants & Cleaners
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	All Other Crouse Hinds Products
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	A-Velocity Discount
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Interconnect, CEAG & Explosion Proof
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Commercial, Industrial, P&R, W/P, Boxes, Fittings & Connectors & Boxes
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Conduit Bodies, Fittings & Form 8
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial EMT S/S & Comp Fittings 1/2" - 4"
E / L	Electrical Boxes and Covers	CROUSE-HINDS / EATON	Standard Commercial H/V Steel Boxes - SQ,Switch, Oct,Util, Masonary
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Locknuts & Liquidtite Fittings 3/8" - 6"
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Steel Boxes - Ceiling, Fan, Gangable, Crete, Explosion Proof
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Industrial Conduit Bodies & Fittings
E / L	Lighting Fixtures	CROUSE-HINDS AIRPORT LIGHTING	Airport Lighting, Electrical & Control Products
B	Tools & Fasteners	CROWE	Rope, Straps and Accessories
E / L	Control Equipment & Transformers	CUMMINS	Generators, Motors, Control, Energy Management & Power
B	Enclosures & Cabinets	CUSTOM PLASTIC	Enclosures, Vaultrs, Wireway & Accessories
E / L	Electrical Distribution	CUTLER HAMMER / EATON	Electrical Distribution & Control Products
B	Power Products	CYBERPOWER SYSTEMS INC.	All Other Power & Communication Products
B	Power Products	CYBERPOWER SYSTEMS INC.	Standard Power Conditioning & Back-Up
B	Tools & Fasteners	DAP	Caulk, Glue, Adhesives & Sealants
E / L	Fans, Heaters and Ventilation Equipment	DELTA BREEZ	Heating, Cooling, Water Coolers & Ventilation

B	Tools & Fasteners	DIABLO TOOLS	Tools, Testers, Fasteners & Accessories
B	Datacom Cable	DRAKA / PRYSMIAN GROUP	Electric & Communication Wire & Cable Solutions
E / L	Control Equipment & Transformers	DREISILKER	Motors, Control, Energy Management & Power
E / L	Control Equipment & Transformers	DULMISON INC.	Wire & Cable - Utility Products
B	Flashlights & Batteries	DURACELL	All Other Products
B	Flashlights & Batteries	DURACELL	Standard Batteries & Flashlights
E / L	Tools & Fasteners	DURALINE	Conduit, Channel & Cable in Duct Utility Products
E / L	Wiring Devices	DURHAM	Tools, Testers & Metering Equipment Utility Products
E / L	Fans, Heaters and Ventilation Equipment	DYSON CORP.	Hand Dryers , Lighting, Ventilation & Other Dyson Products
E / L	Fuses	EATON / COOPER POWER FUSES	Fuses, Fuseblocks, Related Products & Accessories
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	All Other
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	Stock Utility Products & Wiring Devices
E / L	Wiring Devices	EATON / COOPER WIRING	COOPER WIRING DEVICES - Plugs, Receptacles, Wiring Devices & Telecom
E / L	Electrical Distribution	EATON CORPORATION	EATON CORPORATION - Electrical Distribution & Industrial Products
E / L	Distribution	ECOLIBRIUM SOLAR	Ecolibrium Solar - Solar Products
B	Power Products	EDWARDS / UTI	Other Signaling, Horns, Strobes, Power Supplies & Accessories
B	Power Products	EDWARDS / UTI	Standard Signaling, Horns, Strobes, Power Supplies & Accessories
E / L	Wiring Devices	ELASTIMOLD	Standard Wiring Devices
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Other Automation Products and Accessories
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Standard Automation Products and Accessories
E / L	Conduit, Channel & Fittings	ELECTRIFLEX	Conduit, Channel & Fittings
B	Datacom Connectivity	ELECTROLINE MFG. CO.	Cable & Rope End Caps, Swivels & Accessories

E / L	Electrical Distribution	E-LINE	EATON-ELECTRICAL DISTRIBUTION PRODUCTS
E / L	Fans, Heaters and Ventilation Equipment	ELKAY	Heating, Cooling, Water Coolers & Ventilation
B	Power Products	ELTEK, INC. / VALERE	Other Standard Power & Power Conversion Products
B	Power Products	ELTEK, INC. / VALERE	Standard Power & Power Conversion Products
B	Networking	EM CLOCK	Clocks, Digital Clocks, Time Switches & Signaling
E / L	Control Equipment & Transformers	EMERSON / SOLA HD	Control Equipment & Transformers
E / L	Tools & Fasteners	E-MON, LLC. / HONEYWELL	Data Loggers, Meters, Testers & Accessories
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Other Batteries, Flashlights & Energizer Products
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Standard Batteries, Flashlights & Energizer Products
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	All Other
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	Standard Conduit Bodies, Boxes, Connectors & Fittings
E / L	Distribution	ENPHASE	Solar Products
E / L	Tools & Fasteners	ERGODYNE	Tools & Fasteners
E / L	Tools & Fasteners	ERICO CADDY	Cadweld Products
E / L	Tools & Fasteners	ERICO CADDY	Grounding and All Other Products
E / L	Conduit, Channel & Fittings	ERICO CADDY	Standard Products
E / L	Wiring Devices	ERICSON MANUFACTURING	Saftey Equipment, Plugs & Lighting Fixtures
E / L	Tools & Fasteners	ERSODYNE	Tools & Fasteners
E / L	Conduit Bodies & Fittings	ESTEX	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Fans, Heaters and Ventilation Equipment	EXCEL DRYER CORP	All Other Hand Dryers & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	EXCEL DRYER CORP	Standard Hand Dryers & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	FAHRENHEAT / MARLEY	Fans, Heaters and Ventilation Equipment
E / L	Control Equipment & Transformers	FASCO / REGAL	Motors, Control, Energy Management & Power

B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Red Code & All Other Products
B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Signaling, Strobes, Horns & Accessories
E / L	Conduit Bodies & Fittings	FERNCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Test Equipment	FIREX / KIDDE / UTI / INVENSYS	Smoke Detectors, Fire Alarms, Extiguishers, CO2 & Signals
E / L	Wiring Devices	FISHER PIERCE	Photo Cells, Timers & Devices
B	Tools & Test Equipment	FISKARS	Tools, Scissors & Strippers
E / L	Conduit, Channel & Fittings	FLEXIBLE WHIPS OF TENNESSEE INC	Conduit, Channel & Fittings
B	Tools & Test Equipment	FLUKE	All Other Hand Held Test, Meters, Measurement & Accessories
B	Tools & Test Equipment	FLUKE	Standard Hand Held Test, Meters, Measurement & Accessories
B	Tools & Test Equipment	FLUKE NETWORKS	Copper Test Devices
B	Tools & Test Equipment	FLUKE NETWORKS	Data Loggers, Testers, Meters, Parts & Other Communication Testers
B	Tools & Test Equipment	FRANKLIN INSTRUMENT CO., INC.	Clocks, Digital Clocks, Timers, Stop Watches &Accessories
E / L	Control Equipment & Transformers	FREUD	Utility Products
E / L	Distribution	FRONIUS	Solar Products
E / L	Control Equipment & Transformers	FURNACE / SIEMENS	Power Distribution, Motor Control & Devices
E / L	Fans, Heaters and Ventilation Equipment	G & O THERMAL	Heating, Cooling & Ventilation
E / L	Control Equipment & Transformers	G & W ELECTRIC CO	Utility Products
E / L	Control Equipment & Transformers	GALCO	Automation and Control Products
E / L	Electrical Boxes and Covers	GALVAN	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Control Equipment & Transformers	GARDNER DENVER / RIGEL / HOFFMAN & LAMSON	Motors, Control, Energy Management & Power

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	A-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - All Other Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Compact Fluor Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Electronic Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard HID Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Magnetic Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Ballasts - Standard Sign Ballasts
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	B-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	C-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	D-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	E-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	F-Velocity Discount
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	G-Velocity Discount

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - All Other Lamps & Related Lighting Products
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - LED Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME7701 Excluded LED
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Fluorescent
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Incandescent
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Incandescent National Net
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Lucalox
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Multi-Vapor
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Excluded Quartz
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - ME981 Exlcuded Fluorescent National Nets
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Lamps - Standard Miniature, Projection, Stage & Studio Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Large Lamps - All Other
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Large Lamps - Standard Large Lamps

E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Standard Excluded Large Lamps
E / L	Lamps & Ballasts	GE LIGHTING / CURRENT BY GE / AMERICAN INDUSTRIAL PARTNER	Standard Miniature, Projection, Stage & Studio Lamps
B	Control Equipment & Transformers	GEMS SENSORS	Sensors, Switches, Systems & Panel Accessories
E / L	Control Equipment & Transformers	GENERAC	Generators, Motors, Control, Energy Management & Power
E / L	Wire & Cable	GENERAL CABLE	Electrical & Utility Wire & Cable
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / TUNGSRAM	GE - Tungsram Lighting Products
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Energy & Automation Products
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	A-Velocity Discounts
E / L	Wiring Devices	GENERAL ELECTRIC POWER / ABB	Consumer & Industrial
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	Electrical Distribution & Control Products
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Motors, Control, Energy Management & Power
B	Cable Management	GENERAL MACHINE PRODUCTS CO INC	All Other Products
E / L	Electrical Distribution	GENERIC ELECTRICAL	Electrical Commodity & Distribution Products
E / L	Lamps & Ballasts	GLOBAL TECH	Lighting, Lighting Fixtures & Control Products-U
B	Tools & Test Equipment	GLYPTAL INC.	Standard Products
E / L	Wiring Devices	GOTT	GOTT - Plugs, Receptacles, Wiring Devices & Telecom
B	Tools & Test Equipment	GREENLEE	A-Velocity Discount
B	Tools & Test Equipment	GREENLEE	B-Velocity Discount
B	Tools & Test Equipment	GREENLEE	Tools, Testers, Fasteners & Accessories
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Fittings
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Strut
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Threaded Rod

E / L	Distribution	HANWA	Solar Products
E / L	Tools & Fasteners	HASTINGS	Tools, Testers, Connectors & Accessories
E / L	Tools & Fasteners	HD ELECTRIC / HAMMERLOCK	Utility Products, Tools, Testers, Fasteners & Accessories
B	Electrical Boxes and Covers	HERITAGE PLASTICS INC	PVC Pipe, Boxes and Fittings
E / L	Electrical Boxes and Covers	HEYCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Fuses	HIGH TECH FUSES	Fuses and Limiters
B	Tools & Fasteners	HILTI INC	Tools, Testers, Fasteners & Accessories
E / L	Distribution	HI-Q SOLAR	Solar Products
B	Networking	HIRSCHMANN USA / BELDEN	Industrial Automation, Connectivity and Netwroking
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	All Other
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	Standard Enclosures, Cabinets, Wire way & Accessories
B	Raceway & Plugmold	HOLOCOM	Other Duct, Raceway, Plugmold & Wireway
B	Raceway & Plugmold	HOLOCOM	Standard Duct, Raceway, Plugmold & Wireway
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Other Lugs, Terminals & Connectors
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Standard Lugs, Terminals & Connectors
E / L	Fans, Heaters and Ventilation Equipment	HONEYWELL	All Other
E / L	Fans, Heaters and Ventilation Equipment	HONEYWELL	Energy & Automation Products
B	Tools & Fasteners	HONEYWELL / SALISBURY	All Other
B	Tools & Fasteners	HONEYWELL / SALISBURY	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
B	Flashlights & Batteries	HOUSE OF BATTERIES	Batteries, Back-Up, Commercial & Flashlight
B	Datacom Cable	HOUSTON WIRE & CABLE	Electrical & Communication Wire & Cable Products
E / L	Conduit Bodies & Fittings	HUBBELL / RACO INCORPORATED / TAYMAC	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
E / L	Electrical Boxes and Covers	HUBBELL / RACO INCORPORATED / TAYMAC	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings

E / L	Lamps & Ballasts	HUBBELL BUILDING AUTOMATION	Building Automation & Energy Management Products
E / L	Wiring Devices	HUBBELL INC.	All Other Residential, Commercial, Industrial & Marine Products
E / L	Wiring Devices	HUBBELL INC.	A-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	B-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	C-Velocity Discount
E / L	Wiring Devices	HUBBELL INC.	Hospital Grade and Isolated Ground Products
E / L	Wiring Devices	HUBBELL INC.	Kellems Grips & Accessories
E / L	Electrical Outlets and Switches	HUBBELL INC.	Other Commercial Switch & Receptacle Devices
E / L	Wiring Devices	HUBBELL INC.	Other Industrial Wiring Devices
E / L	Raceway & Plugmold	HUBBELL INC.	Raceway, Plugmold, NetSelect, Floorbox & Accesorries
E / L	Wiring Devices	HUBBELL INC.	Standard Commercial Switch & Receptacle Devices
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Hubbellock and Pin & Sleeve Devices
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Switches, Straight Blade & Twist Lock Devices
E / L	Wiring Devices	HUBBELL INC.	All Other Hubbell Companies & Products
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	All Other Power System Products
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	Standard Electrical & Utility Products
B	Datacom Cable	HUBBELL POWER SYSTEMS / OPTI-LOOP	Fiber & Messenger Cable Storage Solutions
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY / STRONGWELL / CDR	A-Velocity Discount
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY / STRONGWELL / CDR	Enclosures, Vaultrs, Wireway & Accessories
E / L	Fans, Heaters and Ventilation Equipment	HUNTER FAN	Fans, Light Fixtures & Ventilation Equipment
E / L	Enclosures & Cabinets	HYDRO / SAPA	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	All Other Ideal Products
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	A-Velocity Discount

B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	B-Velocity Discount
B	Tools & Test Equipment	IDEAL INDUSTRIES, INC.	Hand Held Testers & Measurement
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Kits, Benders, Fish Tapes, Terminals & Accessories
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Tools, Lugs, Connectors & Fasteners
B	Tools & Fasteners	IGLOO CORP.	All Products
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	Standard Wire Nuts, Terminals, Lugs, Connectors & Surge Products
B	Networking	INDEPENDENT TECHNOLOGIES, INC	Communication & Diagnostic Products
B	Control Equipment & Transformers	INGERSOL RAND COMPANY - POWER	Control Equipment & Transformers
B	Power Products	INGERSOL RAND COMPANY - POWER	Surge, Power Protection & Power Products
E / L	Enclosures & Cabinets	INNOVATIVE METAL INDUSTRIES, INC.	Enclosures, Cabinets, Wireway & Accessories
E / L	Tools & Test Equipment	INNOVOLT	Data Loggers, Test & Measurement Products
E / L	Conduit, Channel & Fittings	INTEGRAL	All Products
E / L	Wiring Devices	INTERMATIC	All Other
E / L	Wiring Devices	INTERMATIC	A-Velocity Discount
E / L	Wiring Devices	INTERMATIC	B-Velocity Discount
E / L	Wiring Devices	INTERMATIC	Standard Timers & Photo Cells
E / L	Test Equipment	INVENSYS CONTROLS	Smoke Detectors, Fire Alarms, CO2 & Signals
B	Conduit, Channel & Fittings	IPEX INC.	Fittings, Accessories & All Other
B	Conduit, Channel & Fittings	IPEX INC.	Pipe & Innerduct
E / L	Distribution	IRONRIDGE SOLAR	Solar Products
E / L	Electrical Distribution	ITE / SIEMONS	Eectrical Distribution & Control Products
B	Tools & Fasteners	iTOOL / GLESCO	Wire Management Tools & Reels
B	Tools & Fasteners	ITW LINX / ITW	Tools, Testers, Fasteners & Accessories
E / L	Conduit Bodies & Fittings	JAMESCE CORP	Conduit Bodies, Boxes, Connectors & Fittings

B	Tools & Test Equipment	JAMESON TOOLS	Standard Tools, Testers, Fasteners & Accessories
E / L	Tools & Fasteners	JOHNSON TOOLS	Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	JOS. T. FEWKES, CO.	Eectrical Distribution & Control Products
E / L	Control Equipment & Transformers	KEARNEY	Utility Products
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Fire Smoke Detectors, Fire Alarms, CO2 & Signals
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Smoke Detectors, Fire Alarms, CO2 & Signals
E / L	Fans, Heaters and Ventilation Equipment	KING ELECTRICAL MANUFACTURING	Heating, Cooling, Ventilation & Connectors
E / L	Fans, Heaters and Ventilation Equipment	KING INNOVATION	Standard Tools, Lugs, Connectors & Fasteners
B	Tools & Test Equipment	KLEIN TOOLS	Other Tools, Testers, Fasteners & Accessories
B	Tools & Test Equipment	KLEIN TOOLS	Standard Tools, Testers, Fasteners & Accessories
E / L	Fans, Heaters and Ventilation Equipment	KOHLER	Cooling, Water Coolers & Ventilation
E / L	Electrical Distribution	KOHLER GENERATORS	Generators, Motors, Control, Energy Management & Power
E / L	Control Equipment & Transformers	KOOPERS	Utility Products
B	Tools & Test Equipment	KRALOY FITTINGS	Other PVC Junction Boxes & Fittings
B	Tools & Test Equipment	KRALOY FITTINGS	Standard PVC Junction Boxes & Fittings
B	Tools & Test Equipment	KRYLON PRODUCTS	Other Marking, Spray and Paint Products
E / L	Control Equipment & Transformers	KUHLMAN	Eectrical Distribution & Control Products
B	Tools & Fasteners	L.H. DOTTIE	All Other Hardware, Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	L.H. DOTTIE	Standard Hardware, Tools, Testers, Fasteners & Accessories
E / L	Wiring Devices	LADD INDUSTRIES	Wiring Devices & Electrical Products
B	Conduit, Channel & Fittings	LAMSON PIPE COMPANY	All Lamson & Sessions Products and Companies
E / L	Electrical Distribution	LANDIS & GYR	Meters, Controls, Energy Management & Power

E / L	Conduit Bodies & Fittings	LARUS CORP	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Fans, Heaters and Ventilation Equipment	LEADING EDGE / MARLEY	Fans, Heaters and Ventilation Equipment
B	Tools and Test Equipment	LEICA GEOSYSTEMS	Laser Measurment Equipment
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Standard Saw Blades, Tools and Cutting Equipment
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Other Saw Blades, Tools and Cutting Equipment
E / L	Control Equipment & Transformers	LEUZE ELECTRONIC	Sensors, Automation, Terminal Blocks & Panel Accessories
E / L	Wiring Devices	LEVITON	A-Velocity Discounts
E / L	Wiring Devices	LEVITON	B-Velocity Discounts
E / L	Electronic Vehicle Fueling Stations	LEVITON	Elctrical Vehicle Charging Stations
E / L	Wiring Devices	LEVITON	Other Residential, Commercial, Decora, Industrial Devices & Leviton Products
E / L	Wiring Devices	LEVITON	Other Wallpates, Standard Lighting & Fan Control
E / L	Electrical Outlets and Switches	LEVITON	Standard Residential, Commercial, Decora, & Industrial Devices
E / L	Wiring Devices	LEVITON	Standard Wallpates, Fan & Lighting Control
E / L	Lamps & Ballasts	LEVITON / INTENSE LIGHTING.	Lighting, Lighting Fixtures & Control Products-U
E / L	Wire & Cable	LEX PRODUCTS	Eectrical Distribution, Cable Assemblies & Control Products
B	Distribution	LG - BUSINESS SOLUTIONS	Solar, Lighting, Electronics, Technology, Displays & Related Products
E / L	Lighting Fixtures	LIGHTING FIXTURES & RELATED PRODUCTS	Lighting Fixtures, Misc. Lamps & Ballasts, Video Boards & Related Lighting Products
E / L	Distribution	LINE HARDWARE	Utility Products, Tools, Testers, Fasteners & Accessories
E / L	Fuses	LITTELFUSE	All Other Fuses, Fuseblocks, Related Products & Accessories
E / L	Fuses	LITTELFUSE	Standard Fuses, Fuseblocks, Related Products & Accessories
E / L	Conduit, Channel & Fittings	LUBRIDUCT	LUBRIDUCT
E / L	Control Equipment & Transformers	LUMBERG AUTOMATION	Motors, Control, Energy Management & Power
E / L	Lamps & Ballasts	LUTRON	All Other Products

E / L	Lamps & Ballasts	LUTRON	A-Velocity Discounts
E / L	Lamps & Ballasts	LUTRON	Standard Products
B	Enclosures & Cabinets	LYON WORKSPACE, LLC	Workstations, Tab;les, Cabinets, Enclosures, Lockers & Related Products
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Joslyn, Continental, Dixie & Other MacLean Companies
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Other Utility & Broadband Connections, Insulators & Hardware
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Standard Utility & Broadband Connections, Insulators & Hardware
B	Flashlights & Batteries	MAG LIGHT / MAG INSTRUMENT	Flashlights & Batteries
E / L	Electrical Distribution	MAGNECRAFT / SCHNEIDER	Relays & Sockets
E / L	Electrical Distribution	MALTON EQUIPMENT / ABB	Eectrical Distribution & Control Products
E / L	Test Equipment	MAPLE CHASE	Fire, Smoke & Co2 Detectors, Thermostats
B	Fans, Heaters and Ventilation Equipment	MARLEY / Q-MARK	All Other Heating, Cooling & Ventilation
B	Fans, Heaters and Ventilation Equipment	MARLEY / Q-MARK	Standard Heating, Cooling & Ventilation
B	Tools & Fasteners	MASTER LOCK / AMERICAN LOCK	All Other Locks, Tag Out, Security Related Products & Accessories
B	Tools & Fasteners	MASTER LOCK / AMERICAN LOCK	Standard Locks, Tag Out, Security Related Products & Accessories
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	All Other McGill / Emerson Products
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	Standard Lamp Changers, Portable Lighting & Accessories
E / L	Control Equipment & Transformers	MERSEN GROUP	Electrical, Automation and Control Products
B	Tools & Fasteners	METALLICS	All Other Hardware & Accessories
B	Tools & Fasteners	METALLICS	Standard Hardware & Accessories
E / L	Enclosures & Cabinets	MEYER STRUCTURES	Enclosures, Cabinets & Vaults
B	Power Products	MGE UPS SYSTEMS / EATON	UPS Systems, Surge, Power Protection & Power Products

E / L	Control Equipment & Transformers	MICRO-TECH DESIGN	Motors, Control, Energy Management & Power
E / L	Conduit Bodies & Fittings	MIDWEST ELECTRIC PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit, Channel & Fittings	MILBANK	A-Velocity Discounts
E / L	Conduit, Channel & Fittings	MILBANK	Meter Sockets & Electrical Distribution
B	Tools & Fasteners	MILWAUKEE	All Other Milwaukee Products
B	Tools & Fasteners	MILWAUKEE	Standard Power & Hand Tools
E / L	Conduit, Channel & Fittings	MINERALLAC	All Other Minerallac Products
E / L	Conduit, Channel & Fittings	MINERALLAC	Stock Conduit Fittings, Connectors & Accessories
E / L	Fans, Heaters and Ventilation Equipment	MIP / MARLEY	Fans, Heaters and Ventilation Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc, Smoke Detection, CO,, Fire Stop & Fire Suppression Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Automation, Integration & Control Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Circuit Breakers, Fuses, Panels, GFI & Related Power Control Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Distribution & Control Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Utility & Service Provider Products
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Vehicle Charging Stations, Products & Related Services
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Hand Dryers, Water Coolers & Related Electrical Equipment
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Heating, Cooling, Ventilation & Fan Products
E / L	Power Products	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Motors, Generators, Transfer Switch, Power Conditioning & Back-Up
E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Related MRO, Safety, Fasteners, Hardware, Tools, Cleaners & Accessories
E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Test, Measurement, Monitoring & Logging Products

E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Trainsportation & Airport Electrical & Lighting Products
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lamps, LED Bulbs, Ballast, Drivers & Related Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	MISC. LED & Induction Lighting
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Fixtures & Related Lighting Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Manufacturers
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting, Energy Management & Control Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Roadway, Parking & Bridge Lighting Products
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Smart City, Smart Campus, Lighting Technology, Software & Related Control Produ
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Emergency Response & Disaster Recovery Products
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Hard To Find Products
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Related Maintenance, Repair & Operation Products (MRO)
B	Tools & Test Equipment	MISCELLANEOUS RECYCLING	Misc. Recycling Products & Services
E / L	Wiring Devices	MODULAR CONNECTIONS	Wiring Devices, Cable Assemblies, Water Tight & Connections
B	Wiring Devices	MOLEX CORP. LLC.	Standard Wiring Devices, Cable Assemblies, Water Tight
B	Wireless	MOTOROLA SOLUTIONS	Other Business & Commercial Radios & Communication Products
B	Wireless	MOTOROLA SOLUTIONS	Standard Business & Commercial Radios & Communication Products
E / L	Control Equipment & Transformers	MOTORTRONICS / PHASETRONICS	Motors, Control, Energy Management & Power
B	Wiring Devices	MULBERRY	Standard Faceplates, Wiring Devices & Accessories
B	Wiring Devices	MULBERRY	All Other Faceplates, Wiring Devices & Accessories
E / L	Tools & Fasteners	MULTI-LINK	Automation Products
E / L	Control Equipment & Transformers	MYRON ZUCKER	Motors, Control, Energy Management & Power
E / L	Datacom Cable	NATIONAL STANDARD	Electrical & Communication Wire & Cable Products

E / L	Datacom Cable	NATIONAL STRAND	Electrical & Communication Wire & Cable Products
E / L	Conduit Bodies & Fittings	NEPTCO	A-Velocity Discounts
E / L	Conduit Bodies & Fittings	NEPTCO	Conduit Bodies, Boxes, Connectors & Fittings
B	Networking	NEPTCO, INC. - All	Measuring, Detecting & Pulling Rope / Tape
E / L	Enclosures & Cabinets	NEW BASIS	Enclosures, Cabinets & Vaults
E / L	Distribution	NEXANS ENERGY	Power Distribution, Control Equipment & Transformers
E / L	Distribution	NORTH AMERICAN ELECTRIC	Power Distribution, Control Equipment & Transformers
B	Tools & Fasteners	NORTH SAFETY	All Other Safety & Security Products
B	Tools & Fasteners	NORTH SAFETY	Standard Safety & Security Products
B	Power Products	NORTHSTAR BATTERY	Batteries & Power Solutions
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	A-Velocity Discount
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	Wire Nuts, Terminals, Lugs & Connectors
E / L	Test Equipment	NuTONE / BROAN	All Other Products
E / L	Test Equipment	NuTONE / BROAN	Standard Doorbells & Chimes
E / L	Test Equipment	NuTONE / BROAN	Standard Heating & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	OASIS	Heating, Cooling, Water Coolers & Ventilation
B	Tools & Fasteners	OATEY	Other Caulk, Glue, Adhesives, Sealants, Tools & Plumbing
B	Tools & Fasteners	OATEY	Standard Caulk, Glue, Adhesives, Sealants, Tools & Plumbing
E / L	Conduit, Channel & Fittings	OCAL / OCCIDENTAL COATING / THOMAS & BETTS	PVC Coated Conduit
E / L	Conduit, Channel & Fittings	OCAL / OCCIDENTAL COATING / THOMAS & BETTS	PVC Coated Conduit Boxes, Fittings & Connectors
B	Enclosure & Cabinets	OLDCASTLE PRECAST / CARSON / SYNERTECH	Carson Industries, 0c04 Heavy Wall, Standard Old Castle OPE
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Other OCP, Vaults, Enclosures, Wireway, Covers & OPE Solutions
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Standard Vaults, Enclosures, Wireway, Covers & OPE Solutions

B	Control Equipment & Transformers	ONEAC CORPORATION	Other Conditioning, UPS Systems, Power Protection & Power Products
B	Power Products	ONEAC CORPORATION	Standard Conditioning, UPS Systems, Power Protection & Power Products
E / L	Distribution	ONTILITY	Solar Products & Solutions
E / L	Lamps & Ballasts	OPTILUMEN	Lighting, Lighting Fixtures & Control Products-U
E / L	Fans, Heaters and Ventilation Equipment	ORION	Heating, Cooling & Ventilation
B	Electrical Distribution	ORS NASCO	Related MRO Products & Accessories
B	Tools & Fasteners	OSHKOSH TOOL	Tools, Testers, Fasteners & Accessories
E / L	Fans, Heaters and Ventilation Equipment	OUELLET	Heating, Cooling & Ventilation
E / L	Distribution	OUTBACK POWER	Solar Products
E / L	Conduit Bodies & Fittings	OZ GEDENEY	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	OZ GEDENEY	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Raceway & Plugmold	PANDUIT	All Other Raceway, Boxes, Faceplates & Fittings
B	Lugs, Terminals & Connectors	PANDUIT	A-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	B-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	Compression & Mechanical Connectors
B	Lugs, Terminals & Connectors	PANDUIT	C-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	D-Velocity Discount
B	Lugs, Terminals & Connectors	PANDUIT	Grounding and Multi-Tap Connectors
B	Tools & Fasteners	PANDUIT	Heat Shrink Tubing
B	Tools & Fasteners	PANDUIT	Other Cable Ties, Fastening, Accessories, Labeling & ID Products
B	Tools & Fasteners	PANDUIT	Printers, Labeling Systems and Accessories
B	Raceway & Plugmold	PANDUIT	Raceway, Boxes, Faceplates & Fittings
B	Tools & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Bulk Pack
B	Tools & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Standard Pack

B	Tools & Fasteners	PANDUIT	Standard Stainless Steel Products
B	Lugs, Terminals & Connectors	PANDUIT	Standard Standard Terminals - Bulk Pack
B	Lugs, Terminals & Connectors	PANDUIT	Standard Terminals - Standard Pack
B	Tools & Fasteners	PANDUIT	Tools & Accessories
B	Tools & Fasteners	PANDUIT	Wire Identification Products
B	Raceway & Plugmold	PANDUIT	Wiring Duct & Covers
B	Lugs, Terminals & Connectors	PANDUIT - All Other Lugs,	All Other Lugs, Terminals & Connectors
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	All Other Products
E / L	Electrical Outlets and Switches	PASS & SEYMOUR, INC. / LEGRAND	Standard Electrical Outlets & Switch Products
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	Standard Wiring Device Products
E / L	Electrical Boxes and Covers	PATTON BUILDING PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Wiring Devices	PC SYSTEMS	Wiring Harnesses & Connectors
E / L	Electrical Boxes and Covers	PENNINGTON	Conduit Bodies, Boxes, Connectors & Fittings
B	Control Equipment & Transformers	PENTAIR COMPANIES	Electrical, Lighting, Communication, Security & Related Products
B	Cable Management	PENTAIR COMPANY	All Other Pentair Companies & Products
B	Cable Management	PENTAIR THERMAL	Thermal Building & Industrial Heat Trace Solutions
E / L	Control Equipment & Transformers	PEPPERL & FUCH'S	Automation, Terminal Blocks & Panel Accessories
E / L	Electrical Boxes and Covers	PERFECTLINE	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	CFL
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	LARGE LAMPS
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	LED
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / SIGNIFY	Lighting - All Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	All Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	A-Velocity Discount
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Fluorescent Electronic Ballasts

E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	HID Electronic Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Magnetic Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Sign Ballasts
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Standard HID Ballasts
B	Physical Security and Access Control	PHOENIX CONTACT	Communication, Physical Security and Access Control Products
B	Control Equipment & Transformers	PHOENIX CONTACT	All Other Electrical Distribution, Automation & Control Products
B	Control Equipment & Transformers	PHOENIX CONTACT	A-Velocity Discount
B	Control Equipment & Transformers	PHOENIX CONTACT	Standard Electrical Distribution, Automation & Control Products
B	Tools & Test Equipment	PLATT LUGGAGE, INC.	Tools, Tool Cases, Bags & Accessories
B	Tools & Fasteners	PLYMOUTH	Electrical Tape, Tape Products & Accessories
B	Control Equipment & Transformers	PORCELAIN PRODUCTS	Utility Products
B	Lugs, Terminals & Connectors	PORCELIN PRODUCTS / PPC / BERTOLINI INDUSTRIES	Insulators & Pocelain Products
B	Power Products	POTTER BRUMFIELD / TEC	Relays & Circuit Breakers
E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Standard Power Supplies, Electrical & Communication Products
E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Other Power Supplies, Electrical & Communication Products
E / L	Conduit, Channel & Fittings	POWER STRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories
E / L	Wiring Devices	PRECISION	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	A-Velocity Discount
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings
B	Datacom Connectivity	PREMAX	Tools, Scissors, Clippers & Strippers
B	Tools & Fasteners	PROTECTIVE INDUSTRIAL PRODUCTS	Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Control Equipment & Transformers	PULS	Power & Protection Products

B	Tools & Fasteners	PURDY	Paint, Caulk, Glue, Adhesives & Sealants
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - ELBOWS, FITTINGS & ACCESSORIES
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - SCHEDULE 40 & 80
E / L	Wiring Devices	R. STAHL, INC.	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Conduit Bodies & Fittings	RACO INCORPORATED / HUBBELL	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
E / L	Electrical Boxes and Covers	RACO INCORPORATED / HUBBELL	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings
B	Tools & Fasteners	RAMSET / ITW	Tools, Testers, Fasteners & Accessories
E / L	Wire & Cable	RAYCHEM CORP	Specialty Wire & Cable
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	All Other Batteries, Flashlights & Rayovac Products
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	A-Velocity Discount
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	B-Velocity Discount
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	Standard Batteries, Flashlights & Related Products
E / L	Tools & Fasteners	RAYTHEON	Tools, Testers & Fasteners
E / L	Conduit Bodies & Fittings	RECTORSEAL CORP.	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	All Other Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	Standard Conduit Bodies, Boxes, Connectors & Fittings
B	Tools & Fasteners	REEF INDUSTRIES	Coatings, Film & Laminates
E / L	Conduit Bodies & Fittings	REMKE	Industrial Products
E / L	Tools & Fasteners	RIEVA	Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	RIGID TOOL	All Other Tools & Test Equipment
B	Tools & Fasteners	RIGID TOOL	Standard Tools & Test Equipment
E / L	Tools & Fasteners	RIPLEY	Tools, Testers, Fasteners & Accessories
B	Enclosures & Cabinets	RITTAL CORP	Enclosures, Cabinets & Wireway
E / L	Conduit Bodies & Fittings	ROANWELL CORP.	Conduit Bodies, Boxes, Connectors & Fittings
E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit

E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit Boxes, Fittings & Connectors
E / L	Control Equipment & Transformers	RONK ELECTRICAL IND.	Transfer Switches & Electrical Control Products
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS / GOTT PRODUCTS	All Other Tubs, Enclosures & Related MRO Products
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS / GOTT PRODUCTS	Standard Tubs, Enclosures & Related MRO Products
E / L	Wiring Devices	RUSSELL STOLL / THOMAS & BETTS	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	All Other Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	Standard Plugs, Receptacles, Wiring Devices & Telecom
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Other Access Controls, Locking and Hardware
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Standard Access Controls, Locking and Hardware
E / L	Electrical Distribution	S & C ELECTRIC	Electrical Distribution & Control Products
B	Tools & Fasteners	SALIBURY / HONEYWELL	All Other
B	Tools & Fasteners	SALIBURY / HONEYWELL	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Enclosures & Cabinets	SAPA / HYDRO	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories
E / L	Distribution	SCHLETTER SOLAR	Schletter - Solar Products
E / L	Distribution	SCHNEIDER ELECTRIC	A-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	B-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	C-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	D-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	E-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	F-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	G-Velocity Discount
E / L	Distribution	SCHNEIDER ELECTRIC	H-Velocity Discount

E / L	Distribution	SCHNEIDER ELECTRIC	I-Velocity Discount
E / L	Control Equipment & Transformers	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Distribution	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electrical Distribution	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electronic Vehicle Fueling Stations	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Safety Switches	SCHNEIDER ELECTRIC	SCHNEIDER ELECTRIC/SQD
E / L	Electrical Boxes and Covers	SEDIVER	Conduit Bodies, Boxes, Connectors & Fittings
B	Networking	SELECTA SWITCH / SELECTA PRODUCTS / MICROSWITCH	Electronics, Electrical & Communication Products
E / L	Test Equipment	SENSOR SWITCH, INC.	SENSOR SWITCH INC
B	Services	SERVICES	Value Added Services to Support Contract Products
B	Tools & Fasteners	SEYMORE SMITH	Scissors, Snips, Cutting & Other Tools
E / L	Lamps & Ballasts	SHAT-R-SHIELD	Lamps & Lighting Products
B	Networking	SHOOTER DETECTION SYSTEMS	Gun Shot Detection Systems
B	Networking	SHOT SPOTTER	Gun Shot Detection Systems
B	Networking	SHOT TRACER	Gun Shot Detection Systems
B	Tools & Test Equipment	SIMPSON ELECTRIC CO.	Tools & Test Equipment
E / L	Distribution	SMA SOLAR	SMA - Solar Products
E / L	Control Equipment & Transformers	SOLA / HEVI-DUTY / ACME	Control Equipment & Transformers
E / L	Distribution	SOLAR BOS	SolarBOS - Solar Products
E / L	Distribution	SOLAR EDGE	SolarEdge - Solar Products
E / L	Distribution	SOLAR WORLD	SolarWorld - Solar Products
E / L	Tools & Fasteners	SOLiD TECHNOLOGIES	Building Automation and Wireless
E / L	Distribution	SOLIGENT SOLAR	Soligent - Solar Products
B	Cable Management	SPECIFIED TECHNOLOGIES INC. / STI	Caulk, Putty, Sealants, Joints, Curtains & Other Fire Protections Products

E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	All Other Lamps & Lighting Products
E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	Standard Lamps & Lighting Products
B	Tools & Fasteners	STANLEY / BLACK & DECKER / DEWALT	Tools, Testers, Fasteners & Accessories
B	Flashlights & Batteries	STREAMLIGHT	Other Commercial Flashlights & Related Products
B	Flashlights & Batteries	STREAMLIGHT	Standard Commercial Flashlights & Related Products
E / L	Enclosures & Cabinets	STRONGWELL	Enclosures, Vaults, Wireway & Accessories
E / L	Control Equipment & Transformers	STRUTHERS DUNN	Control Equipment & Transformers
E / L	Control Equipment & Transformers	SUMITOMO AUTOMATION	Motors, Control, Energy Management & Power
E / L	Conduit, Channel & Fittings	SUPERSTRUT / THOMAS & BETTS	Strut, Threaded Rod, Fittings & Accessories
E / L	Enclosures & Cabinets	SUPPLY PRO	Vending Machines, Cabinets, Storage and Replacement Parts
B	Electrical Outlets & Switches	TAY-MAC CORPORATION / HUBBELL	Weatherproff Boxes and Accessories
E / L	Lamps & Ballasts	TCPI / TECHNICAL CONSUMER PRODUCTS, INC.	Standard Lamps, Compacts, LED & Related Lighting Products
B	Flashlights & Batteries	THE BATTERY CENTER, INC.	All Other Flashlights & Batteries
B	Flashlights & Batteries	THE BATTERY CENTER, INC.	Stock Flashlights & Batteries
B	Tools & Fasteners	THE IRWIN COMPANY	All Other Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	THE IRWIN COMPANY	Standard Tools, Testers, Fasteners & Accessories
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	All Other Blackburn Products, Tools & Accessories
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Color Keyed Commpresion, Lugs & Standard Bolted Connectors
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Steel Squeeze Connectors, Clips & Hangers
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Terminal Connectors & Fastening Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Thomas & Betts Companies & Products
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	All Other TY-Duct, Commercial, Industrial, Rigid, Conduit Bodies & Related Products

E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	A-Velocity Discount
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	Carlon Non-Metallic Boxes
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - All Other Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - Standard Products
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Marrette Wire Connectors
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Color Keyed Commpresion, Lugs & Standard Bolted Connectors
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Rigid Fittings & Other Standard Rigid Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Conduit Bodies, Tools & Accessories
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Industrial Connectors & Standard Blackburn Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Steel Squeeze Connectors, Clips & Hangers
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Terminal Connectors & Fastening Products
E / L	Tools & Fasteners	THOMAS & BETTS / ABB	Standard TY-Duct Products
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - All Other Boxes, Fittings & Steel City Products
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Commercial & Commercial EMT Fittings
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Steel Boxes
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - BX / FSX & MC Connectors, TNB TEK - JMC Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - Standard Commercial Die Cast Fittings
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	General Fittings & Accessories
E / L	Conduit, Channel & Fittings	THOMAS & BETTS / SUPERSTRUT	Strut
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	Threaded Rod
E / L	Test Equipment	TORK	TORK - Time Switches, Photo Eyes & Signaling
B	Physical Security and Access Control	TOTUS SOLUTIONS	LED Lighting, Security, Surveillance & Control Systems

E / L	Fans, Heaters and Ventilation Equipment	TPI CORPORATION / FOSTORIA	Other TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting
E / L	Fans, Heaters and Ventilation Equipment	TPI CORPORATION / FOSTORIA	Standard TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting
E / L	Control Equipment & Transformers	TRANS-COIL / TCI	Control Equipment & Transformers
E / L	Lamps & Ballasts	TRANSPORTATION PRODUCTS DISTRIBUTION	Transportation Lighting & Related Products
B	Physical Security and Access Control	TRANSPORTATION PRODUCTS INC.	LED Lighting, Security, Surveillance & Control Systems
E / L	Wiring Devices	TRI PALM, INT.	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Wiring Devices	TRYSTAR	Wiring Devices & Electrical Products
B	Control Equipment & Transformers	TURCK INC	Sensors, Fieldbus, Connectivity & Interface Products
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	All Other Surge, Power Protection & Power Products
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	Standard Surge, Power Protection & Power Products
E / L	Tools & Fasteners	UNION TOOLS	Tools, Testers, Fasteners & Accessories
E / L	Distribution	UNIRAC SOLAR	Unirac - Solar Products
E / L	Conduit, Channel & Fittings	UNISTRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories
E / L	Tools & Fasteners	UNITED STATES STEEL	UNITED STATES STEEL - Tools, Testers, Fasteners & Accessories
B	Physical Security and Access Control	UNITED TECHNOLOGIES CORPORATION - FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products
B	Power Products	UNITED TECHNOLOGIES CORPORATION - POWER	UPS Systems, Surge, Power Protection & Power Products
E / L	Lamps & Ballasts	UNIVERSAL ELECTRIC CORP.	Raceway, Plugmold, Trolley, Critical Power, UPS Syystems & Related Products
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	LED, Drivers, Lamps, Ballast, Sensors, Wiring Devices & Related Products
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	Lighting Fixtures, LED Retrofit Kits & Related Products

E / L	Distribution	US SOLAR DISTRIBUTING	Solar Products
B	Power Products	UTC FIRE AND SECURITY AMERICAS CORP. - POWER	UPS Systems, Surge, Power Protection & Power Products
B	Physical Security and Access Control	UTC FIRE AND SECURITY AMERICAS CORP. FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products
B	Cable Management	VELCRO USA	Wrapping & Cable Manageent Products
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	A-Velocity Discount
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Bulk, On Demand & Specialty Recycling Services
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Other Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Standard Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers
E / L	Control Equipment & Transformers	VICTOR INSULATORS INC.	Motor Controls, Utility & Transformers
B	Enclosures & Cabinets	VYNCKIER	All Other Enclosures, Cabinets, Wire way & Accessories
B	Enclosures & Cabinets	VYNCKIER	Standard Enclosures, Cabinets, Wire way & Accessories
E / L	Tools & Fasteners	WATLING	Tools, Testers, Fasteners & Accessories
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	A-Velocity Discount
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	Lighting Control Products
E / L	Control Equipment & Transformers	WEIDMUELLER	Terminals, Connectors & Related Products
B	Tools & Fasteners	WERNER LADDER	All Other Ladders and Accessories
B	Tools & Fasteners	WERNER LADDER	Standard Ladders and Accessories
E / L	Control Equipment & Transformers	WILCOM	Standard Protective Wear, Tools, Testers, Fasteners & Accessories
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - XHHW
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire XLP
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored BX Cable

E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Aluminum Jacket
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Copper Jacket
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored MC Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Bare Copper Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronic Cable - Fire, Alarm & Security
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronics & Communication Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - General Cable / Carol Cable
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Machine Tool AWM TEW
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Misc Copper Bldg Wire
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Miscellaneous Wire Suppliers
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - NM ROMEX
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords Premium
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - THHN/TFFN
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - USE & RHH - HRH
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- A-Velocity Discount
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- B-Velocity Discount
B	Raceway & Plugmold	WIREMOLD / LEGRAND	All Other Raceway & Plugmold
B	Raceway & Plugmold	WIREMOLD / LEGRAND	A-Velocity Discount
B	Raceway & Plugmold	WIREMOLD / LEGRAND	Standard Raceway & Plugmold
B	Electrical Boxes and Covers	WIREMOLD / WALKER SYSTEMS	Floor Boxes-Poke Thrus
E / L	Wiring Devices	WOODHEAD / MOLEX	Plugs, Receptacles, Wiring Devices & Telecom
E / L	Fans, Heaters and Ventilation Equipment	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation
E / L	Fans, Heaters and Ventilation Equipment	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation
B	Tools & Test Equipment	ZEP MANUFACTURING	Aerosals, Lubricants & Cleaners

B	Tools & Fasteners	ZIRCON	All Other Tools, Testers, Fasteners & Accessories
B	Tools & Fasteners	ZIRCON	Standard Tools, Testers, Fasteners & Accessories

Graybar U.S. Communities Pricing: Pricing applies to normally stocked Graybar materials. Discounts are based on Grayb

Graybar Electric Company, Inc.

Please review the attached PDF for signature

and the discount percentage off the price list you are offering. If you are offering a

Applicable Column	Discount Off Price List Offered	Price List Title	Price List Date / Number	Line
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	33	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	23	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	21	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	18	Graybar Mftr. Price List	9/06/2017	Other
List Less	25	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	2
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	20	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	4	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	3
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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List Less	9	Graybar Mftr. Price List	9/06/2017	Other
List Less	See GE Lighting	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	Discounts	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other

C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	30	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	(WYR) Discounts	Graybar Mftr. Price List	9/06/2017	Other
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List Less	25	Graybar Mftr. Price List	9/06/2017	Other
List Less	81	Graybar Mftr. Price List	9/06/2017	Other
List Less	72	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other

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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
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List Less	18	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	20	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
List Less	10	Graybar Mftr. Price List	9/06/2017	Other

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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	46	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	3
List Less	8	Graybar Mftr. Price List	9/06/2017	Other
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List Less	25	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
List Less	50	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	7	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	31	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	3
List Less	3	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	2	Graybar Mftr. Price List	9/06/2017	Other

List Less	98	Graybar Mftr. Price List	9/06/2017	Other
List Less	11	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	89	Graybar Mftr. Price List	9/06/2017	2
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	96	Graybar Mftr. Price List	9/06/2017	Other
List Less	94.5	Graybar Mftr. Price List	9/06/2017	Other
List Less	92.5	Graybar Mftr. Price List	9/06/2017	Other
List Less	88	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	68	Graybar Mftr. Price List	9/06/2017	Other

List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	83	Graybar Mftr. Price List	9/06/2017	Other
List Less	53	Graybar Mftr. Price List	9/06/2017	Other
List Less	55	Graybar Mftr. Price List	9/06/2017	Other
List Less	63	Graybar Mftr. Price List	9/06/2017	Other
List Less	68	Graybar Mftr. Price List	9/06/2017	Other
List Less	87	Graybar Mftr. Price List	9/06/2017	Other
List Less	79	Graybar Mftr. Price List	9/06/2017	Other
List Less	70	Graybar Mftr. Price List	9/06/2017	Other
List Less	81	Graybar Mftr. Price List	9/06/2017	Other
List Less	62	Graybar Mftr. Price List	9/06/2017	Other
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List Less	85	Graybar Mftr. Price List	9/06/2017	1

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List Less	62	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other

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List Less	62	Graybar Mftr. Price List	9/06/2017	Other
List Less	49	Graybar Mftr. Price List	9/06/2017	Other
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List Less	56	Graybar Mftr. Price List	9/06/2017	1
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	56	Graybar Mftr. Price List	9/06/2017	Other

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List Less	25	Graybar Mftr. Price List	9/06/2017	3
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C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
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List Less	36	Graybar Mftr. Price List	9/06/2017	3
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List Less	60	Graybar Mftr. Price List	9/06/2017	Other
List Less	45	Graybar Mftr. Price List	9/06/2017	Other
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List Less	29	Graybar Mftr. Price List	9/06/2017	Other
List Less	19	Graybar Mftr. Price List	9/06/2017	2
List Less	36	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	Supplier Schedule	Graybar Mftr. Price List	9/06/2017	1
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List Less	10	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other

List Less	42	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	16	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	2
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	24	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	79	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	2
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other

C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	20	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	22	Graybar Mftr. Price List	9/06/2017	Other
C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	23	Graybar Mftr. Price List	9/06/2017	Other
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List Less	31	Graybar Mftr. Price List	9/06/2017	Other
List Less	24	Graybar Mftr. Price List	9/06/2017	Other
List Less	11	Graybar Mftr. Price List	9/06/2017	Other
List Less	49	Graybar Mftr. Price List	9/06/2017	Other

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List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	46	Graybar Mftr. Price List	9/06/2017	Other
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List Less	21	Graybar Mftr. Price List	9/06/2017	Other
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List Less	2	Graybar Mftr. Price List	9/06/2017	Other
List Less	91	Graybar Mftr. Price List	9/06/2017	Other
List Less	74	Graybar Mftr. Price List	9/06/2017	3

List Less	64	Graybar Mftr. Price List	9/06/2017	Other
List Less	74	Graybar Mftr. Price List	9/06/2017	Other
List Less	66	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	29% - See Appendix C	Graybar Mftr. Price List	9/06/2017	Other
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C+ NTE	26	Graybar Mftr. Price List	9/06/2017	Other

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List Less	2	Graybar Mftr. Price List	9/06/2017	Other

List Less	5	Graybar Mftr. Price List	9/06/2017	Other
List Less	19	Graybar Mftr. Price List	9/06/2017	Other

ar List Price or Cost in effect at time of order. The majority of pricing on the Graybar contracts is

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-259

File ID:	22-259	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/29/2022
Subject:				**Final Action:**	

Title: To Approve the Award of a Five (5) Year Contract with Two (2) One-Year Extension Options to G3 Contracting Inc., dba Gar Waterblasting for High Pressure Cleaning Services, in an Amount not to Exceed $229,000 (ITB# B-22-04-COC); To Authorize the City Manager to Execute the Contract; To Authorize the City Manager to Approve any Subsequent Amendments, Extensions or Change Orders within the City Manager's Signing Authority.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	G3 E-Verify_G3 Contracting.pdf, ITB# B-22-04-COC Bid Package.pdf, G3 Bid Response - Exhibit B.pdf, G3 Partially Executed B-22-04-COC Services Agreement.pdf, G3 dba Gar Waterblasting AUTO exp 7.22.22.pdf, G3 dba Gar Waterblasting exp. 1.1.23.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	mcross@cocoafl.org	**Effective Date:**	

History of Legislative File

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

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that G3 Contracting 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 G3 Contracting Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Brett Garmon
Print Name: Brett Garmon
Date: 3/22/22

STATE OF FLORIDA
COUNTY OF Volusia
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3/21/2022 (date) by Brett Garmon (name of officer or agent, title of officer or agent) of G3 Contracting (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.

Morgan Bryant
[Notary Seal] Notary Public

Name typed, printed, or stamped
My Commission Expires: _____

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞ Failure to submit this form may be grounds for disqualification of your submit

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

G3 Contracting Inc

Doing Business As (DBA)

gar waterblasting

Company ID

1754184

Enrollment Date

10/30/2021

Employer ID Number

352411991

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address

431 COUNTY ROAD 415
New Smyrna Beach, FL 32168

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

Exhibit "A"

ITB B-22-04-COC

Published February 15, 2022

	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: ITB B-22-04-COC**
	INVITATION TO BID (ITB)	**Due Date: March 22, 2022**
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to clean the three (3), 20 Million Gallon a Day (MGD) Lime Softening Treatment Units the Dyal Water Treatment Plant (WTP).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a MANDATORY Pre-bid conference held for this project Tuesday, March 8, 2022 at 10:00 AM / PM EST. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Tuesday, March 15, 2022, at 5:00 PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: http://www.myvendorlink.com through VendorLink, LLC.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County

and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

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CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES 64

ATTACHMENT "P" **65**

E-VERIFY CONTRACTOR AFFIDAVIT 65

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

A. Project Background

The Dyal Water Treatment Plant located at 28400 FL-520, Christmas, FL 32709, is capable of treating 60 million gallons of water per day. The plant uses a chemical process to treat both surface water from Taylor Creek Reservoir, and groundwater obtained from aquifer fed wellfields located in east Orange County.

The plant has three (3) Lime Softening Treatment Units it uses to treat the potable water it supplies to its customers. Each year, two of the three units are taken out of service and cleaned. The selected vendor will be required to provide high pressure cleaning equipment, remove excess calcium carbonate buildup, and then clean up the excess calcium carbonate debris.

The City anticipates entering into a service agreement with the selected vendor for the period of five (5) years with the option to renew for two (2) additional one (1) year terms.

B. Scope of Work

The selected vendor will be required to enter a confined space and use Ultra High Pressure (up to 40,000 psi) to clean a 20 MGD Eimco Lime Softening Unit and a High-Volume Pressure Wash (up to 5,000 psi) to clean the weirs on the treatment unit.

The treatment units are to be cleaned via UHP cleaning and a High-Volume Pressure Washing removing the Calcium Carbonate from the treatment unit and the weirs. Once the vendor has completed the pressure cleaning portion of the work, the vendor shall pick up and "bag" the Calcium Carbonate debris into a bag dumpster; the City of Cocoa shall provide the bag dumpster.

Portions of the work are performed in a Confined Space area; the City of Cocoa requires the vendor be Confined Space Certified as the vendor shall assume all responsibility for permitting, providing a competent person, providing confined space safety equipment and monitors, and entering and exiting the confined space(s).

C. Issuance of Purchase Orders

The Dyal Water Treatment Manager or authorized City representative, hereinafter referred to as the "City," will make requests of the selected vendor to perform services on a semi-annual basis for the cleaning of a single Lime Softening Treatment Unit. The City will communicate with the vendor, verbally or in writing, a general description of the work to be performed. The vendor will generate a detailed scope of work document, prepare a schedule with a lump sum fee to accomplish the work, and send the proposal to the City. The City will review the vendor proposal, and if the description is mutually acceptable, the City will authorize the work to commence. It is anticipated that the City will issue a single purchase order each year for services described in this request. The selected vendor will invoice the City after each cleaning is complete.

1.02 MINIUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Qualified Contractor will have a minimum of seven (7) years of documented experience working with and in Lime Softening Treatment Units for potable water consumption.

2. Contractor must own and operate its equipment and cannot subcontract the work to a third-party vendor. The vendor must have water blasting equipment (pressure cleaning) that can produce up to 40,000 psi, which is considered Ultra High Pressure (UHP). The vendor must also have High Volume Pressure Washing equipment that can produce up to 5,000 psi.

3. Contractor must be Confined Space Certified as the work is performed in areas that are considered Confined Space(s).

4. Contractor must possess relevant licenses that pertain to the work described and must provide all licenses that qualify the firm for the type of work as identified herein

5. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as “Active”.

6. Provide a completed W9 according to section 4.02 of this request.

7. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The term of the agreement will for five (5) years with the option to renew for two (2) additional (1) year terms.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Tuesday, 02/15/2022 at 8:00am EST**
Mandatory Pre-Bid Conference	**Tuesday, 3/08/2022 at 10:00am EST**
Deadline for Questions	**Tuesday, 03/15/2022 at 5:00pm EST**
Bid Due Date and Time	**Tuesday, 03/22/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**April 2022**
City Council Approval of Contract	**April 2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division , its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833, Ext. 8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals

delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division . Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All

other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division , its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on Tuesday, March 8, 2022 at 10:00 AM EST at the Dyal Water Treatment Plant, located at 28400 FL-520, Christmas, FL 32709. A site tour will be provided shortly thereafter. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division . Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division , in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833, Ext. 8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division .

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street , Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 ~~BID SECURITY BOND~~ – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render~~

~~the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

~~3.02 PERFORMANCE AND PAYMENT BONDS~~ – Not Used

~~Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no~~

later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES Not Used

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida

~~Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department.~~

~~Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of One Hundred ($100.00) for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.~~

~~The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.~~

~~Applicable liquidated damages are the amounts established in the following schedule:~~

~~Original Contract Amount Daily Charge Per Calendar Day~~
~~$50,000 and under .....$956~~
~~Over $50,000 but less than $250,000.....$964~~
~~$250,000 but less than $500,000.....$1,241~~
~~$500,000 but less than $2,500,000.....$1,665~~
~~$2,500,000 but less than $5,000,000.....$2,712~~
~~$5,000,000 but less than $10,000,000.....$3,447~~
~~$10,000,000 but less than $15,000,000.....$4,866~~
~~$15,000,000 but less than $20,000,000.....$5,818~~

~~The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.~~

~~In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.~~

~~The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.~~

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

For each semi-annual cleaning service, the selected vendor will commence work within thirty (30) days of the City's approval of the vendor proposal. The work shall be complete within ten (10) working days from commencement.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street , COCOA, FLORIDA 32922.**

4.17 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.18 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.19 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.20 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street , Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.21 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.22 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.23 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.24 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Seminole County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.25 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.26 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.27 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.28 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.29 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.30 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.31 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.32 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.33 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.34 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.35 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.36 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.37 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.38 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.39 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.40 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.41 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.42 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.43 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.44 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.45 SPLIT AWARD – NOT APPLICABLE

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.46 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.47 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.48 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.49 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.50 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.51 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.52 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.53 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.54 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.55 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.56 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.57 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.58 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.59 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.60 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.

B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.61 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.62 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting

contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.63 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.64 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i)

infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.65 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.66 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.67 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.68 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.69 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.70 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.71 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to

provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;

2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

I f the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "A"

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division , 65 Stone Street , Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION , 65 Stone Street , Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 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.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~**Attachment "D"** Not Used~~

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

TITLE: High Pressure Water Blasting Services at the Dyal WTP

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____;~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

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

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Fill in the following bid breakdown which will be used to determine bid completeness and understanding. The bid amounts provided will be a lump sum cost per unit to provide High Pressure Water Blasting to clean the 20 Million Gallon a Day (MGD) Lime Softening Treatment Units the Dyal Water Treatment Plant (WTP) as per contract specifications. It is anticipated that two services each year will be ordered under this contract. The lump sum amount per unit must be valid for an entire year period beginning on the date the resultant service agreement is executed.

Term	Lump Sum Cost Per Treatment Unit	Annual Cleanings*	Total Annual Cost
Year 1	$	2	$
Year 2	$	2	$
Year 3	$	2	$
Year 4	$	2	$
Year 5	$	2	$
Total			

*The number of annual cleanings are anticipated to be two Treatment Units per year however the number of actual cleanings may differ based on the operational needs of the facility.

Renewal Options:

Term	Lump Sum Cost Per Treatment Unit	Annual Cleanings*	Total Annual Cost
Year 6	$	2	$
Year 7	$	2	$

Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

(Attachment "E" continued)

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, 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.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	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: ITB B-22-04-COC**
	INVITATION TO BID (ITB)	**Due Date: March 22, 2022**
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

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

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

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

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____

AFFIANT SIGNATURE

_____

Typed Name of AFFIANT

_____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, 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.

_____
NOTARY PUBLIC, State of _____

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with Proposal/ITN, or Contract Number ITB-B-22-04-COC.

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, 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.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	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: ITB B-22-04-COC**
	INVITATION TO BID (ITB)	**Due Date: March 22, 2022**
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: High Pressure Water Blasting Services at the Dyal WTP

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		**Solicitation Number:** B-22-04-COC	
TITLE: HIGH PRESSURE WATER BLASTING SERVICES AT THE DYAL WTP		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	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: ITB B-22-04-COC**
	INVITATION TO BID (ITB)	**Due Date: March 22, 2022**
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	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: ITB B-22-04-COC**
	INVITATION TO BID (ITB)	**Due Date: March 22, 2022**
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

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

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, 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.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB- B-22-04-COC**

TITLE: **High Pressure Water Blasting Services at the Dyal WTP**

SOLICITATION DUE DATE: 03/22/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (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

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submit

Exhibit "B"

G3 Contracting Inc. Response
to ITB B-22-04-COC

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Fill in the following bid breakdown which will be used to determine bid completeness and understanding. The bid amounts provided will be a lump sum cost per unit to provide High Pressure Water Blasting to clean the 20 Million Gallon a Day (MGD) Lime Softening Treatment Units the Dyal Water Treatment Plant (WTP) as per contract specifications. It is anticipated that two services each year will be ordered under this contract. The lump sum amount per unit must be valid for an entire year period beginning on the date the resultant service agreement is executed.

Term	Lump Sum Cost Per Treatment Unit	Annual Cleanings*	Total Annual Cost
Year 1	$ 20,500	2	$ 41,000
Year 2	$ 22,000	2	$ 44,000
Year 3	$ 23,000	2	$ 46,000
Year 4	$ 24,000	2	$ 48,000
Year 5	$ 25,000	2	$ 50,000
Total			$ 229,000

*The number of annual cleanings are anticipated to be two Treatment Units per year however the number of actual cleanings may differ based on the operational needs of the facility.

Renewal Options:

Term	Lump Sum Cost Per Treatment Unit	Annual Cleanings*	Total Annual Cost
Year 6	$ 26,000	2	$ 52,000
Year 7	$ 26,000	2	$ 52,000

Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

(Attachment "E" continued)

Bidder/Contractor Name: G3 Contracting Inc

Mailing Address: 431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 E-mail Address: Brett@garwaterblasting.com

Authorized Signatory

Brett Garmon FEIN: 35-2411991

Printed Name

President

Title

3/21/22

Date

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was executed before me this 21 day of March, ~~2019~~ 2022, by

Brett Garmon as President of G3 Contracting, 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.

Morgan Bryant

NOTARY PUBLIC, State of Florida

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION , 65 Stone Street , Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Brett Garmon
AFFIANT SIGNATURE

Brett Garmon
Typed Name of AFFIANT

President
Title

The foregoing instrument was executed before me this 21 day of March, 2022, by Brett Garmon as President of G3 Contracting, 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.

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC Morgan Bryant
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. N/A Dated: 3/21/22

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, FL 32168

Telephone Number: 386 679-4638 Fax Number: NA E-mail Address:
Brett@garwaterblasting.com

[signature] Brett Garmon 35-2411991

Authorized Signatory | Printed Name | FEIN:

President 3/16/22

Title | Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

~~**Attachment "D" Not Used**~~

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____;

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

_____ NOTARY PUBLIC _____

_____ STATE OF _____

MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney-in-Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	Not Applicable				
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: G3 Contracting Inc

Mailing Address: 431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 Fax Number: na E-mail Address: Brett@garwaterblasting.com

Brett G — Brett Garmon — FEIN: 35-2411991

Authorized Signatory — Printed Name

President — 3/16/22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 Fax Number: na E-mail Address:
Brett@garwaterblasting.com

Brett Garmon

Brett Garmon FEIN:
35-2411991

Authorized Signatory

Printed Name

President

Title

3/16/22

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

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

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett L

AFFIANT SIGNATURE

Brett Garmon

Typed Name of AFFIANT

President

Title

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was executed before me this 21 day of March, ~~2019~~ 2022, by Brett Gorman as President of G3 Contracting, 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.

Morgan Bryant
NOTARY PUBLIC, State of Florida

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with Proposal/ITN, or Contract Number ITB-B-22-04-COC.

This sworn statement is submitted by G3 Contracting Inc. 431 CR 415 NSB, Fl 32168 whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 35-2411991 of the individual signing this sworn statement: _____.

My name is Brett Garmon and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-04-COC for High Pressure Blasting Services at Dyal WTP Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett Garmon
AUTHORIZED SIGNATURE

Brett Garmon
Typed Name of AUTHORIZED SIGNATORY

President
Title

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was executed before me this 21 day of March, 2022 ~~2019~~, by Brett Garmon as President of G3 Contracting, 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.

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Morgan Bryant
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	431 CR 415 NSB, FL 32168				
Federal I.D Number	35-2411991				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, Fl 32168

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Telephone Number: 386 679-4638 Fax Number: Na E-mail Address: Brett@garwaterblasting.com

Brett A

Authorized Signatory
President
Title

Brett Garmon FEIN: 35-2411991
Printed Name

3/16/22
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☑ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number:** B-22-04-COC	
TITLE: HIGH PRESSURE WATER BLASTING SERVICES AT THE DYAL WTP		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Bidder/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 Fax Number: NA E-mail Address:
Brett@garwaterblasting.com

Brett Garmon FEIN:
35-2411991

Authorized Signatory Printed Name

President 3/16/22

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Sarasota County Leach Tank				
Type of Project/Service: Removal of debris, pressure washing, and inspection with engineering report of Leach tank				
Address: 4000 Knights Trail, Nokomis, FL 34275				
Contracting Agency/Client: Sarasota County				
Contact Name and Phone #: Alison J. Eggleston 941-861-1583				
Contact Email Address and Fax #: aegglest@scgov.net				
Contract Amount: 10,900	Start Date:	12/6/21	End Date:	12/8/21
Project #2:				
Project Name: Collier reactor cleaning				
Type of Project/Service: cleaning of potable water clarifiers				
Address: 3835 City Gate Drive Naples, FL 34117				
Contracting Agency/Client: Collier County / Haskins Inc				
Contact Name and Phone #: Randy Lewis and Timothy James (239) 252-6111				
Contact Email Address and Fax #: Randy.Lewis@colliercountyfl.gov Timothy.james@colliercountyfl.gov				
Contract Amount: $63,000 annually	Start Date:	2015	End Date:	2021
Project #3:				
Project Name: Degas Towers				
Type of Project/Service: removal and refilling of degas towers				
Address: 3835 City Gate Drive Naples, FL 34117				
Contracting Agency/Client: Collier County / Haskins Inc				
Contact Name and Phone #: Randy Lewis and Timothy James (239) 252-6111				
Contact Email Address and Fax #: Randy.Lewis@colliercountyfl.gov Timothy.james@colliercountyfl.gov				
Contract Amount: $152,000	Start Date:	july 2019	End Date:	dec 2019
Project #4:				
Project Name: Sarasota County Leach Tank				
Type of Project/Service: Removal of debris, pressure washing, and inspection with engineering report of Leach tank				
Address: 4000 Knights Trail, Nokomis, FL 34275				
Contracting Agency/Client: Sarasota County				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount: 10,900	Start Date:	12/6/21	End Date:	12/8/21
Project #5:				
Project Name: Collier reactor cleaning and Degas Towers				
Type of Project/Service: cleaning of potable water clarifiers				
Address: 10956 Enterprise Ave. Bonita Springs, FL 34135				
Contracting Agency/Client: Haskins Inc				
Contact Name and Phone #: Ryan Macphee 239-947-1846				
Contact Email Address and Fax #: Rmacphee@haskinsinc.net				
Contract Amount: $60,000-$152,000	Start Date:	2015	End Date:	2021

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022

TITLE: High Pressure Water Blasting Services at the Dyal WTP

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 Fax Number: NA E-mail Address: Brett@garwaterblasting.com

Authorized Signatory

Brett Garmon
Printed Name

FEIN: 35-2411991

President
Title

3/21/22
Date

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was executed before me this 21 day of March, ~~2019~~ 2022, by Brett Garmon as President of G3 Contracting, 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.

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Morgan Bryant
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

	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: ITB B-22-04-COC
	INVITATION TO BID (ITB)	Due Date: March 22, 2022
TITLE: High Pressure Water Blasting Services at the Dyal WTP		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
G3 Contracting Inc

Mailing Address:
431 CR 415 NSB, Fl 32168

Telephone Number: 386 679-4638 Fax Number: NA E-mail Address: Brett@garwaterblasting.com

Signatory Brett Garmon Printed Name FEIN: 35-2411991 Authorized

President Title 3/16/22 Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that G3 Contracting 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 G3 Contracting Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Brett Garmon

Print Name: Brett Garmon

Date: 3/22/22

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3/21/2022 (date) by Brett Garmon (name of officer or agent, title of officer or agent) of G3 Contracting (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.

Morgan Bryant

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

MORGAN BRYANT
Commission # HH 010378
Expires August 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞ Failure to submit this form may be grounds for disqualification of your submit

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

G3 Contracting Inc

Doing Business As (DBA)

gar waterblasting

Company ID

1754184

Enrollment Date

10/30/2021

Employer ID Number

352411991

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address

431 COUNTY ROAD 415
New Smyrna Beach, FL 32168

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

> We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2022

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

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

PRODUCER	CONTACT NAME: Julie Zambory
RSC Insurance Brokerage, Inc. 3250 N. 29th Avenue Hollywood FL 33020	PHONE (A/C, No, Ext): (954) 963-6666 FAX (A/C, No): E-MAIL ADDRESS: jzambory@advancedins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Main Street America Protection Insurance Company	13026
INSURER B:	R-T Specialty, LLC	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
G3 Contracting Inc
431 COUNTY RD #415
NEW SMYRNA BEACH FL 32168-9269

COVERAGES **CERTIFICATE NUMBER:** CL223160441 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPT3147N	02/28/2022	02/28/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							DEFCO	$ 12,500
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2957272021	01/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Cocoa is named as additional insured as respects to general liability as required by written contract, subkect to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc

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2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 201411130004 Expires: September 30, 2022
Business Location: 431 County Road 415

Business Name:
Owner Name: BRETT GARMON
Mailing Address 431 COUNTY ROAD 415
NEW SMYRNA BEACH, FL 32168

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Construction Subcontractor		451	5	$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	02/22/2022
RECEIPT #:	462511
TOTAL TAX:	$22.00
PENALTY:	$5.50
TOTAL PAID:	$27.50

Business Name:
Owner Name: BRETT GARMON
Mailing Address 431 COUNTY ROAD 415
NEW SMYRNA BEACH, FL 32168

Account #: 201411130004 Expires: September 30, 2022
Business Location: 431 County Road 415

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Experience

City of Cocoa. 2014-2021

Collier County. 2015-2021

City of Fort Lauderdale. 5 Ash WTP. 2006-2007

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
G3 Contracting, Inc.

2 Business name/disregarded entity name, if different from above
GAR Waterblasting

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
431 County Road 415

Requester's name and address (optional)

6 City, state, and ZIP code
New Smyrna Beach FL 32168

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	5	–	2	4	1	1	9	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AO2820

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
U9001301	2009	NLBC	TL	8660		114505627

Registered Owner

Date of Issue 12/07/2016

G3 CONTRACTING INC
[redacted]

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION
1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form
3. Remove your license plate from the vehicle
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.flhsmv.gov/html/titles.html

Mail To

G3 CONTRACTING INC
[redacted]

STATE OF FLORIDA

CERTIFICATE OF TITLE

LIEN SATISFACTION

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
[redacted]	2009	NLBC	TL	8660		[redacted]

Prev State	Color	Primary Brand	Secondary Brand	No. of Brands	Use	Prev Issue Date
FL					PRIVATE	03/19/2014

Odometer Status or Vessel Manufacturer or CIN use	Hull Material	Prop	Date of Issue
			12/07/2016

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

G3 CONTRACTING INC
[redacted]

40K pump

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

Robert R Kynoch

Robert R. Kynoch
Director

TALLAHASSEE FLORIDA

Control Number 128114677

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Terry L. Rhodes
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law requires that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described herein is transferred to

Seller Must Enter Purchaser's Name

Address

Seller Must Enter Selling Price

Seller Must Enter Date Sold

I/We state that the [ ] 5 or [ ] 6 digit odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths) miles/km and to the best of my knowledge the odometer reading

[ ] 1 reflects ACTUAL MILEAGE [ ] 2 is IN EXCESS OF ITS MECHANICAL LIMITS [ ] 3 DOES NOT REFLECT ACTUAL MILEAGE

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE

SELLER Must Sign Here

CO-SELLER Must Sign Here

Print Here

Print Here

Selling Dealer's License Number

Tax No.

Taxes Collected

Salesman Name

Transfer Number

PURCHASER Must Sign Here

CO-PURCHASER Must Sign Here

Print Here

Print Here

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82040 REV 10/11 STATE OF FLORIDA

Corporate Resolution of Sole Officer and Director

The undersigned being sole officer and director of G3 Contracting Inc. duly organized under the laws of Florida. Do hereby certify the following:

Be it resolved that Brett Garmon the sole officer and director of G3 Contracting Inc is hereby authorized to sign any and all documents and contracts in the name of this corporation.

I, Brett Garmon, the sole officer and director of G3 Contracting Inc, hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the corporation at a meeting duly held on the 16th day of March 2022.

Date: 3/16/22

By:

G3 Contracting Inc

431 CR 415

NSB,Fl

32168

I do swear that Brett Garmon is an authorized signer for G3 Contracting Inc



Brett Garmon,President 3/16/2022



Detail by Officer/Registered Agent Name

Florida Profit Corporation
G3 CONTRACTING, INC.

Filing Information

Document Number	P11000047077
FEI/EIN Number	35-2411991
Date Filed	05/17/2011
Effective Date	05/16/2011
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/18/2018
Event Effective Date	NONE

Principal Address

431 COUNTY RD 415
NEW SMYRNA BEACH, FL 32168

Changed: 07/28/2021

Mailing Address

431 County Road 415
NEW SMYRNA BEACH, FL 32168

Changed: 03/11/2019

Registered Agent Name & Address

GARMON, BRETT
431 County Road 415
NEW SMYRCA BEACH, FL 32168

Name Changed: 05/18/2018

Address Changed: 03/11/2019

Officer/Director Detail

Name & Address

Title President

GARMON, BRETT

431 County Road 415
NEW SMYRCA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2020	01/24/2020
2021	02/19/2021
2022	02/07/2022

Document Images

02/07/2022 -- ANNUAL REPORT	View image in PDF format
02/19/2021 -- ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- Amendment	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
12/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2013 -- ANNUAL REPORT	View image in PDF format
02/15/2012 -- ANNUAL REPORT	View image in PDF format
05/17/2011 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

G3 Contracting Confined Space Entry Plan

Purpose

The purpose of this written program is protect the health and safety of G3 Contracting employees

who enter confined spaces and/or are assigned to serve as attendants or rescue personnel. This

program is also intended to insure compliance with the requirements of OSHA 29 CFR 1910.146 and

Department of Commerce Chapter 32.28 & 32.29.

The Plan does not include work locations that do not meet the definition of Permit Required Confined

Space or fall under a different standard, such as trenching.

Following provision of all information required by the above standard and Comms this Plan was

developed with consultation with affected employees and their authorized representatives.

Definitions:

1

Hazardous Atmosphere Acceptable Entry

Atmosphere without

respirators

Oxygen Less than 19.5%

Greater than 23.5%

19.5-23.5%

Air contaminants, physical

effects

Airborne Combustible Dust*

Explosive contaminants

Lower Flammability Limit

(LFL)

Lower Explosive Limit (LEL)

LESS THAN 10% OF THE

LIMIT

Air contaminants, health

effects

IDLH**

Greater than exposure limits,

Permissible Exposure Limits,

Ceiling Limits, Action Limits,

Short Term Exposure Limits

In the 1992 1910.1000

adopted by Comm 32.35(1)

Under exposure limits.

Keep in mind, PELs and ALs

are based on 8 hour Time

Weighted Average (TWA).

Ceiling limits are DO NOT

EXCEED

Short Term are average over 15

min.

Sewer*** Greater than 10ppm H2S

Greater than 35ppm CO

Less than 10ppm H2S TWA

Less than 35ppm CO TWA

*OSHA 1910.146 states greater than flammability or explosive limits are hazardous. Comm 32.29 for

public sector employers states no entry when the atmosphere is equal to or greater than explosive

limits.

**IDLH: Immediately Dangerous to Life and Health, can kill you on entry or soon thereafter.

***Appendix E to 1910.146 Sewer System Entry states "hydrogen sulfide or carbon monoxide at or

above 10 ppm or 35 ppm, respectively, measured as an 8-hour time-weighted average."

Confined Space:

- Difficult to enter
- Not designed for continuous occupancy
- Must enter to perform work (any part of body.)

Non Permit Spaces do not have additional hazards and are not covered by OSHA 29 CFR 1910.146

and Department of Commerce Chapter 32.28 & 32.29.

Permit Required Confined Space:

- Meets definition of the standard for confined space.
- Contains an atmospheric hazard
- Is so configured that an entrant may not be able to get out unassisted* or so that entrant could

be trapped or asphyxiated.

- Contains a material that can engulf an entrant
- Other recognized safety and health hazards (unguarded electric or moving equipment)

*slightly more than 1910.146 states.

2

* When there are changes in the use or configuration of a non-permit confined space that might

increase the hazards to entrants, the space shall be reevaluated and, if necessary, reclassified as a

permit-required confined space.

These locations, with the exception of manholes in traffic areas, have been posted with a sign that

reads

DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER.

All employee orientation includes a memo identifying these spaces and that entry will only be made by

trained personnel in compliance with OSHA 29 CFR 1910.146 and Department of Commerce Chapter

32.28 & 32.29.

Every Confined Space, especially non permit, shall have a pre-entry hazard assessment to identify all

current hazards in the space and from the work to be conducted in the space. The Assessment Table

shall be updated as necessary. (A controlled hazard, such as LP gas lines may become an

uncontrolled hazard due to equipment failure or pipe leaks.)

Contractors: when employees of another employer (contractor) perform work that involves permit

Foreman will:

1. Inform the contractor that the workplace contains permit spaces and that permit space entry is

allowed only through compliance with a permit space program meeting the requirements of this

section:

2. Apprise the contractor of the elements, including hazards identifies and the host employers experience with the space, that make the space in question a permit space;

3. Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working;

4. Coordinate entry operations with the contractor, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and

5. Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

ALL EMPLOYERS WHO HAVE A NON ENTRY POLICY SHALL INCLUDE A STATEMENT REGARDING THAT POLICY AND CAN CONCLUDE THIS DOCUMENT AT THIS POINT.

ALL EMPLOYERS WHO HAVE EMPLOYEES WHO ENTER PERMIT REQUIRED CONFINED SPACES SHALL CONTINUE.

Appendix A contains specific hazards and the specific safe entry procedures for those hazards for every Permit Required Confined Space Location employees will be required to enter.

General Safety Procedures:

Smoking and open flames: smoking and open flames shall not be allowed within 10 feet of a confined

space.

3

Working in streets: work at confined spaces which are located in streets shall be performed with the

following:

(a) A vehicle's beacon and 4-way flashers shall be activated upon approach to an entrance of a

confined space.

(b) A vehicle shall be parked to permit traffic to flow in an unobstructed manner and, where

possible, to provide protection for the employees.

(c) A vehicle shall be parked so vehicle exhaust cannot accumulate in the confined space. If this is

not possible, the vehicle's exhaust pipe shall be extended away from the confined space.

Entrants and attendants are trained in CPR and First Aid.

Training: (job title) shall identify employees assigned tasks required by this Plan and ensure that they

are trained in the duties required to be performed as entrant, attendant, and entry supervisor as

specified in Appendix B.

A. This training is provided:

- before the employee is assigned duties for this Plan
- whenever there is a change in his duties
- Whenever there is a change in permit space operations that presents a hazard about which an

employee has not previously been trained;

- Whenever the employer has reason to believe either that there are deviations from the permit

space entry procedures required by paragraph (d)(3) of this section or that there are

inadequacies in the employee's knowledge or use of these procedures.

B. The training shall establish employee proficiency in the duties required by this section and

shall

introduce new or revised procedures, as necessary, for compliance with this section.

C, (job title) shall certify that the training required has been accomplished.

The certification shall contain:

① each employee's name,

① the signatures or initials of the trainers,

① and the dates of training.

The certifications are in Appendix C and shall be available for inspection by employees and their authorized representatives.

Air monitoring:

(1) Sampling device.

(a) The sampling device shall be calibrated relative to the oxygen content of the ambient air at the

time of sampling. Calibration of the sampling device relative to the oxygen content shall be performed where the 20.9% natural content of oxygen in the air is most likely to occur. Note: Oxygen calibration should not be performed near a confined space opening.

(b) A sampling device which has a zero set shall be zeroed in a clean atmosphere before each sampling. Calibration of a sampling device shall be conducted as often as recommended by the manufacturer, but at least once every six months.

(c) The sampling device or a non-sparking probe attached to the sampling device shall be used to

sample the atmosphere of a confined space. When entry to a confined space is by means of a manhole, a probe shall be inserted through the pick hole of the manhole cover, or the manhole cover shall be pried open on the down wind side to allow just enough room for insertion of the probe or device.

4

(2) Air monitoring. The atmosphere in a confined space within the authorized entrant's immediate area

shall be continuously monitored for oxygen, hydrogen sulfide or carbon monoxide, combustible gas

and any other hazardous substance which the employer has reason to believe may be present in

the confined space.

(3) Sampling shall be conducted in the following order: Oxygen, Combustible gases, then toxic

atmosphere.

(4) Provide each authorized entrant or that employee's authorized representative an opportunity to

observe the pre-entry and any subsequent testing or monitoring of permit spaces. Observer will

initial results on permit.

(5) Reevaluate the permit space in the presence of any authorized entrant or that employee's

authorized representative who requests that the employer conduct such reevaluation because the

entrant or representative has reason to believe that the evaluation of that space may not have been

adequate;

(6) Immediately provide each authorized entrant or that employee's authorized representative with the

results of any testing conducted.

(7) Where air monitoring results are outside the acceptable atmosphere levels entry shall not continue

without either changing the atmosphere or wearing respiratory protection.

(8) Air monitoring, pre entry and ongoing, results shall be noted on the Permit every ____ (select

practical time frame, shoot for no fewer than three entries even for short entry.)

Equipment:

The following equipment and training on the equipment shall be provided prior to entry as applicable to

the Space and the hazard:

(i) Testing and monitoring equipment needed to comply with paragraph (d)(5) of this section;

(ii) Ventilating equipment needed to obtain acceptable entry conditions;

(iii) Communications equipment necessary for compliance with paragraphs (h)(3) and (i)(5) of this

section;

(iv) Personal protective equipment insofar as feasible engineering and work practice controls do not

adequately protect employees;

(v) Lighting equipment needed to enable employees to see well enough to work safely and to exit

the space quickly in an emergency;

(vi) Barriers and shields as required by paragraph (d)(3)(iv) of this section;

(vii) Equipment, such as ladders, needed for safe ingress and egress by authorized entrants;

(viii) Rescue and emergency equipment needed to comply with paragraph (d)(9) of this section,

except to the extent that the equipment is provided by rescue services; and

(ix) Any other equipment necessary for safe entry into and rescue from permit spaces.

Rescue

(Two potential scenarios you do it or you get ___ to do it:)

Entry Rescue:

Rescue is performed by _____. Who has and been evaluated found to:

1. be able to respond in a timely manner based on the level of hazard(s) in the Space.

2. have profiency with required rescue-related tasks and equipment.

3. function appropriately while rescuing entrants from this particular space.

4. be available at the times and for the duration of the Entry.

5. be willing to practice rescues in each type of permit required confined space ____ employees

enter at least once a year.

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(job title) will inform each rescue team or service of the hazards they may confront when called on to

perform rescue at the site; and provide the rescue team or service selected with access to all permit

spaces from which rescue may be necessary so that the rescue service can develop appropriate

rescue plans and practice rescue operations.

making permit space rescues at least once every 12 months, by means of simulated rescue operations

in which they remove dummies, manikins, or actual persons from the actual permit spaces or from

representative permit spaces. Representative permit spaces shall, with respect to opening size,

configuration, and accessibility, simulate the types of permit spaces from which rescue is to be

performed.

Rescues shall be performed by foreman

1. The personal protective equipment (PPE) needed to conduct permit space rescues safely is located

foreman and maintained by (job title)

2. Affected employees are trained by foreman so that

- they are proficient in the use of that PPE, at no cost to those employees;
- they are trained to perform assigned rescue duties.

And each has successfully completed the training required to establish proficiency as an authorized entrant;

3. Affected employees practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed.

Non entry Rescue:

1. Retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems shall meet the following requirements.

2. Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant. Wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

3. The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet (1.52 m) deep

Permit System: Before entry is authorized a permit shall be developed itemizing the procedures and

practices, including rescue, necessary for safe entry identified in Appendix A for that space.

A. Entry permit. The entry permit that documents compliance with this section and authorizes entry

to a permit space shall identify:

(1) The permit space to be entered;

(2) The purpose of the entry;

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(3) The date and the authorized duration of the entry permit;

(4) The authorized entrants within the permit space, by name or by such other means (for example, through the use of rosters or tracking systems) as will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space;

(5) The personnel, by name, currently serving as attendants;

(6) The individual, by name, currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorized entry;

(7) The hazards of the permit space to be entered, identified in Appendix A and the pre entry assessment of the space;

(8) The measures from Appendix A used to isolate the permit space and to eliminate or control permit space hazards before entry; such as lockout or tagging of equipment and procedures for purging, inerting, ventilating, and flushing permit spaces.

(9) The acceptable entry conditions;

(10) The results and times of initial and periodic tests performed and the names or initials of the testers and initials of entrant observer;

(11) The rescue and emergency:

a. Non entry equipment set up and harness donned and attached.

b. Onsite entry rescue names and verification that they are present and equipped.

c. Offsite rescue communication procedures and verification that they have been notified that entry is proceeding.

d. Verification that the off site rescue service has one person who is assigned the task to call if they cannot perform the rescue.

(12) The communication procedures used by authorized entrants and attendants to maintain contact during the entry;

(13) Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance with this section;

(14) Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety; and (15) Any additional permits, such as for hot work, that have been issued to authorize work in the permit space.

B. Permit implementation:

(1)Before entry begins, the entry supervisor identified on the permit shall verify that the permit is

correctly and completely filled and sign the entry permit to authorize entry.

(2)The completed permit shall be made available at the time of entry to all authorized entrants or

their authorized representatives, by posting it at the entry portal or by any other equally effective

means, so that the entrants can confirm that pre-entry preparations have been completed.

(3)The duration of the permit may not exceed the time required to complete the assigned task or

job identified on the permit.

(4)The entry supervisor shall terminate entry and cancel the entry permit when:

(i) The entry operations covered by the entry permit have been completed; or

(ii) A condition that is not allowed under the entry permit arises in or near the permit space.

(5)The employer shall retain each canceled entry permit for at least 1 year to facilitate the review of

the permit-required confined space program required by paragraph (d)(14) of this section. Any problems encountered during an entry operation shall be noted on the pertinent permit so that appropriate revisions to the permit space program can be made.

Appendix A Specific Safe Permit Space Entry Procedures

First, list your spaces and follow the procedures below for each space:

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A. Identify the specific hazards for that space:

- Hazardous atmosphere
- Chemicals within the space and from processes and chemicals required by tasks conducted in the space that create hazards other than atmospheric
- Electrical hazards
- Configuration hazards
  - o As they relate to entrapment
  - o As they relate to rescue non entry retrieval
  - o As they relate to entry rescue retrieval
- Engulfment hazards
  - o Solid, fine material
  - o Liquid
  - o From pipes

o From material in space

Mechanical hazards

o Unguarded fan blades, pinch points etc.

o Sharp surfaces

o Etc.

Include hazards created by employee activity in or near the space.

"Hot work permit" means the employer's written authorization to perform operations (for example,

riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

B. Identify methods and equipment to control those hazards leaving PPE to a last resort:

Hazard Control:

Ventilation Purging, inerting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards.

Elimination: If flushing the space with fresh air is sufficient to remove atmospheric hazards and the source of the contamination is either controlled or takes a long time (oxygen deficiency due to decomposition) then once the atmosphere reaches acceptable conditions the space can be temporarily reclassified as non permit. This includes evaporating volatile chemicals.

Control: If atmospheric conditions are the only hazard and acceptable entry conditions can be obtained by ventilation then the space can be entered using Alternate entry procedures and documentation.

Isolation means the process by which a permit space is protected against the release of energy and material into the space by such means as:

o blanking or blinding;

o misaligning or removing sections of lines, pipes, or ducts;

o a double block and bleed system;

o lockout or tagout of all sources of energy;

o blocking or disconnecting all mechanical linkages.

"Double block and bleed" means the closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

"Blanking or blinding" means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that

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is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

"Line breaking" means the intentional opening of a pipe, line, or duct that is or has been carrying

flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

Chemical hazards other than atmospheric from two sources: in the space or brought into the space.

For hazards within the space that are left over after the isolation process or after the container is

emptied as completely as possible find a way to reduce or mitigate the hazard:

Can it be neutralized or otherwise reduce the hazard?

For hazards brought into the space by work processes or equipment, such as cleaning chemicals:

o Ensure any chemical brought in will not react with chemicals in the space or other chemicals brought in to create an additional hazard.

o Ensure that any chemical brought in has an MSDS on site for training, safe work practices and provision to rescue services and medical professionals.

o Is there an alternative chemical with no or lower hazards available.

o Develop work processes that utilize the least amount of the chemical and for the briefest period of use possible.

C. Document the hazard and control methods into a checklist format that can be attached to the generic entry permit.

D. Identify engineering controls, safe work practices and PPE sufficient to reduce or eliminate the hazard.

(Attach the assessments and procedures behind this cover instruction.)

Appendix B

Duties of authorized entrants. The employer shall ensure that all authorized entrants:

(1) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(2) Properly use equipment as required by paragraph (d)(4) of this section;

(3) Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space as required by paragraph (i)(6) of this section;

(4) Alert the attendant whenever:

(i) The entrant recognizes any warning sign or symptom of exposure to a dangerous situation, or

(ii) The entrant detects a prohibited condition; and

(5) Exit from the permit space as quickly as possible whenever:

(i) An order to evacuate is given by the attendant or the entry supervisor,

(ii) The entrant recognizes any warning sign or symptom of exposure to a dangerous situation,

(iii) The entrant detects a prohibited condition, or

(iv) An evacuation alarm is activated.

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Duties of attendants:

(1) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(2) Is aware of possible behavioral effects of hazard exposure in authorized entrants;

(3) Continuously maintains an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants under paragraph (f)(4) of this section accurately identifies who is in the permit space;

(4) Remains outside the permit space during entry operations until relieved by another attendant;

(5) Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space under paragraph (i)(6) of this section;

(6) Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions;

(i) If the attendant detects a prohibited condition;

(ii) If the attendant detects the behavioral effects of hazard exposure in an authorized entrant;

(iii) If the attendant detects a situation outside the space that could endanger the

authorized entrants; or

(iv) If the attendant cannot effectively and safely perform all the duties required under paragraph (i) of this section;

(7) Summon rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards;

(8) Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:

(i) Warn the unauthorized persons that they must stay away from the permit space;

(ii) Advise the unauthorized persons that they must exit immediately if they have entered the permit space; and

(iii) Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space;

(9) Performs non-entry rescues as specified by the employer's rescue procedure; and

(10) Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

Duties of entry supervisors.

(1) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(2) Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;

(3) Terminates the entry and cancels the permit as required by paragraph (e)(5) of this section;

(4) Verifies that rescue services are available and that the means for summoning them are operable;

(5) Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations; and

(6) Determines, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

Excerpt from employee handbook...

F. Drug and Alcohol Policy

GAR Waterblasting has an obligation to its customers and the general public to conduct its operations safely and efficiently. With this commitment and obligation in mind, GAR Waterblasting is reaffirming its policy regarding alcohol and drug abuse. The Company is also

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reaffirming its willingness to assist employees with alcohol or drug related problems to find the appropriate treatment for rehabilitation and recovery.

In accordance with our drug and alcohol abuse policy, we reemphasize to our employees (and employees of other companies and contractors) that the abuse of drugs and alcohol poses a serious threat to the safety of our employees and to the Company's operations. Accordingly, the use, possession, being under the influence or having a detectable presence of drugs or alcohol in one's system (except where expressly authorized) or manufacture, distribution or sale of such substances on Company premises or on-the-job, or off-the-job abuse of such substances which adversely affects or threatens to adversely affect an employee's job performance or other Company interests is prohibited.

"Drugs" and "alcohol" include any substance with the potential to produce the effects of intoxication and/or the potential to produce physical, mental, emotional or behavioral changes which could adversely affect an employee's ability to perform his job safely and efficiently. This prohibition includes any prescription or over-the counter drug unless an

employee's possession and use of such drug on

Company premises, or on-the-job, is expressly authorized. The term "Company premises" is used in its broadest sense and includes all land, property, buildings, structures, cars, trucks, and all other means of conveyance owned or leased by the Company, or otherwise being utilized for Company business. The term "on-the-job" includes paid and unpaid meal periods during the business day, and paid working time and paid overtime.

Drug and Alcohol Testing will be conducted in accordance with the Department of Health and Human Services (DHHS) guidelines. The Company may choose to do specimen collections in-house or utilize the services of an outside source, which may be a doctor's office, clinic, hospital or other facility that meets security requirements as specified by DHHS guidelines.

Refusal to test will be handled the same as a verified positive result.

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To further insure safe and healthy working conditions, GAR

Waterblasting may request an employee to participate in drug or alcohol testing for justifiable reasons, including but not limited to:

. a) Pre-employment testing

. b) Reasonable suspicion testing

. c) Post-accident testing

. d) Periodic and unannounced testing

. e) Random testing

. f) Rehabilitative testing

Employees who have drug and/or alcohol abuse problems are encouraged to seek assistance through appropriate community agencies. GAR Waterblasting will take no disciplinary action against an employee who voluntarily seeks such assistance prior to the Company's determination that the employee is violating this policy. The existence of, or employee participation in, an employee-assistance program does not, however, relieve any employee from compliance with the terms of our policy or other applicable standards governing performance and conduct. Employees who violate our Drug and Alcohol Abuse Policy will be subject to disciplinary action, up to and including termination, and may be allowed to participate in an approved treatment program as an alternative to termination. Employees of independent contractors and temporary agency employees who violate this policy will not be allowed to perform additional services on behalf of GAR Waterblasting.

The Company also reserves the right to take other justifiable measures, including the inspection of all Company premises and the personal property of employees on Company premises in order to insure compliance with this policy. Participation in such testing and inspection is voluntary, but employees who refuse shall be deemed in violation of this policy which will result in termination of employment. Contractor

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employees who refuse shall not be permitted to perform further work for GAR Waterblasting.

All records and information obtained by the Company regarding alcohol and drug testing, the test results and treatment of employees for chemical dependency will be confidentially maintained by restricting access on a need to know basis to those designated by Management. Your cooperation in the enforcement of this policy will assist the Company in providing you and your fellow employees with a healthy and safe work environment.

City of Cocoa/ Purchasing Dept.
Date: 3/22/22 Time: 11:36 AM
Initials: LRD

DO NOT OPENSEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB- B-22-04-COC**

TITLE: **High Pressure Water Blasting Services at the Dyal WTP**

SOLICITATION DUE DATE: 03/22/2022 TIME: 3:00pm Local Time

FROM: G3 Contracting Inc

431 CR 415 NSB, Fl 32168

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

DO NOT OPENSEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**

SERVICES AGREEMENT

High Pressure Water Blasting Services for Dyal Water Treatment Plant

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between the CITY OF COCOA, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and G3 CONTRACTING, INC., with its principal place of business located at 431 County Road 415, New Smyrna Beach, FL 32168, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain high pressure water blasting services in order to clean three lime softening units used at the Dyal Water Treatment Plant to treat potable water; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform high pressure water blasting services on behalf of the CITY with respect to the Dyal Water Treatment Plant, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance

as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant, or such other places as reasonably designated by the CITY, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. However, SERVICE PROVIDER shall be required to perform the high-powered pressure washing in accordance with the rotating schedule twice per year for the Term of this Agreement as established in the Invitation to Bid B-22-04-COC per **EXHIBIT "A."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply

with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through a lump-sum payment per treatment provided to the CITY as set forth in **EXHIBIT "B,"** which is SERVICE PROVIDER's Response to ITB B-22-04-COC. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be five (5) years, and may be renewed for two (2) additional one year periods upon mutual agreement of the Parties and upon the same terms described herein. The CITY's City Manager may exercise this renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN

INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured

within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

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

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

PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services

performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
G3 Contracting, Inc.
431 County Road 415
New Smyrna Beach, FL 32168
Att'n: _____

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.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

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

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER 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 CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and

responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. 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 SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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.

14. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

15. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

16. By signing this Agreement, Service Provider certifies that it and its principals:

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

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

    C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

17. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

18. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

19. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

20. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

G3 CONTRACTING, INC.,

Printed Name: Brett Garmon

Title: President

Date: 5/2/22

CITY OF COCOA:

Stockton Whitten, City Manager

Date:

ATTEST:

Carie Shealy, City Clerk, MMC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2022

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

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

PRODUCER

StateFarm

Sonia Mori State Farm Insurance
975 W Wisconsin Ave
DeLand, FL 32720

CONTACT NAME: Cristina Krusick
PHONE (A/C, No, Ext): 3867384805 FAX (A/C, No): 386384445
E-MAIL ADDRESS: cristina@soniamori.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

G3 Contracting Inc DBA Garwaterblasting
431 County Road 415
New Smyrna, FL 32168

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY			G73 3739-A22-59D	02/22/2022	07/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO			G74 4317-A22-59B	02/22/2022	07/22/2022	BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			G74 4318-A22-59A	02/22/2022	07/22/2022	BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Cocoa is named as additional insured as respects to automobile liability as required by written contract, subject to all policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2022

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

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

PRODUCER	CONTACT NAME: Julie Zambory	
RSC Insurance Brokerage, Inc. 3250 N. 29th Avenue Hollywood FL 33020	PHONE (A/C, No, Ext): (954) 963-6666	FAX (A/C, No):
	E-MAIL ADDRESS: jzambory@advancedins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Main Street America Protection Insurance Company	13026
INSURED G3 Contracting Inc - dba Gar Waterblasting 431 COUNTY RD #415 NEW SMYRNA BEACH FL 32168-9269	INSURER B : R-T Specialty, LLC	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL223160441 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPT3147N	02/28/2022	02/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEFCO	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 12,500
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2957272021	01/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Cocoa is named as additional insured as respects to general liability as required by written contract, subkect to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-277

File ID:	22-277	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/03/2022
Subject:				**Final Action:**	

Title: To approve participation in a Cooperative Purchase Agreement with H&H Liquid Sludge Disposal Inc., Branford, Florida, and Approve a Multi-year Contract from FY2022 through FY2025; To Authorize the City Manager to Execute the Contract, to provide certain services with respect to biosolids transportation and disposal utilizing the City of Holly Hill's contract ITB#19-WW-12: Sludge Removal, Hauling and Disposal Services effective through October 19, 2022; To authorize the City Manager to approve annual renewals

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PARTIALLY EXECUTED Piggyback Contract No. ITB 19-WW-12.pdf, H & H Liquid Sludge Disposal. Inc. - Professional Services Agreement - Sludge Removal, Hauling and Disposal Services Agreement.pdf, City of Cocoa COI 2022-2023_H&HLSD.pdf, Proposal Pricing Form_ITB 19-WW-12.pdf, RFP_19-WW-12_Holly Hill_SUBMITTED-H&H.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	rhochreiter@cocoafl.org	**Effective Date:**	

History of Legislative File

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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with H & H Liquid Sludge Disposal, Inc., PO Box 390, Branford, FL 32008, (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Holly Hill – Volusia County, FL, said contract being identified as: Sludge Removal, Hauling and Disposal Services, Contract No. ITB 19-WW-12. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor, and other specialized services (see Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and H & H Liquid Sludge Disposal, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 10/19/2023 with renewal options of two (2) one-year extensions.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2022 and 2023 and any change orders must be approved by City Manager (not to exceed signing authority ($50K).

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8644, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

H & H Liquid Sludge Disposal, Inc.
Attn: Steve Hacht
PO Box 390
Branford, FL 32008
800-653-0386
Email: biosolidsolutions@hhlsd.com

H & H Liquid Sludge Disposal, Inc.

Entered this _____ day of _____

Steve Hacks President
(Print Name / Title)

(Signature)

4/26/22
(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12

THIS AGREEMENT is made and entered into this 10th day of October, 2019, by and between H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

ORIGINAL ORIGINAL ORIGINAL

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 10-10-2019

WITNESSES:

FIRMS
By: _____
Steve Hacht, President

Dated: 9/16/2019

Attachments: A. ITB #19-WW-12
B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this 8th day of October, 2019 under Agenda Item No. 5(5).

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

[X] The standard contract / agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

[X] The **mailing envelope must be sealed and marked** with Qualification Number **"ITB 19-WW-12"**, Proposal Title **"SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"** and **September 17, 2019 "@ 10:00 am"**.

[X] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
Authorized Signature	Branford, FL 32008
	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
Authorized Signature	Branford, FL 32008
	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

State of Florida)
City of Branford)

SUBSCRIBED AND SWORN to before me this 16th day of September, 2019, by Steve Hacht, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Stephanie Ogden

Notary Public

My Commission Expires: May 8th 2022

STEPHANIE ANN OGDEN
Notary Public - State of Florida
Commission # GG 215717
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2019

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

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

PRODUCER RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	**CONTACT NAME:** Tara Carney **PHONE (A/C, No, Ext):** 800-407-4077 **FAX (A/C, No):** 321-752-7980 **E-MAIL ADDRESS:** tcarney@rrl-ins.com
INSURED HHLIQSLUD H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Axis Insurance Company 37273 INSURER B : Navigators Specialty Insurance Company 36056 INSURER C : American Interstate Insurance Company 31895 INSURER D : Markel American Ins. Co. 28932 INSURER E : Lloyds of London INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2090817892 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
E	☐ UMBRELLA LIAB X OCCUR X EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AVWCFL2771882019	3/14/2019	3/14/2020	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 90% Co Insurance $1,000 DED	1,000,000 Wind DED $25,000 Wind DED $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL FL 32117-0000

CANCELLATION 30

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

AUTHORIZED REPRESENTATIVE
Paul

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2022

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

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

PRODUCER
RRL Insurance Agency.
4450 W. Eau Gallie Blvd., Suite 115
Melbourne FL 32934

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 800-407-4077 **FAX (A/C, No):** 321-752-7980
E-MAIL ADDRESS: services@rrl-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Interstate Insurance Company	31895
INSURER B : Axis Insurance Company	
INSURER C : Markel American Ins. Co.	
INSURER D : American Interstate Insurance Company	
INSURER E :	
INSURER F :	

INSURED HHLIQSLUD
H & H Liquid Sludge Disposal, Inc.
P.O. Box 390
Branford FL 32008

COVERAGES **CERTIFICATE NUMBER:** 1076436912 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR X NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EMP19000570-04	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	74TRB004466	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCFL2771882022	3/14/2022	3/14/2023	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C C	IN TRANSIT POLLUTION Equipment Property	Y	Y	EMP19000570-04 MKLM5IM0053163 MKLM5IM0053163	3/1/2022 3/1/2022 3/1/2022	3/1/2023 3/1/2023 3/1/2023	Limit 90% Co Insurance $1,000 DED	1,000,000 Wind DED $25,000 Wind DED $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is named as additional insured with respect to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION 30

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

AUTHORIZED REPRESENTATIVE
Paul

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PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **"Contractor"**

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. $27.50 per cubic yard

Year 2. $28.00 per cubic yard

Year 3. $28.00 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the lime within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	P.O. Box 390 Address
Steve Hacht, President Printed Name & Title	Branford, FL 32008 City, State, Zip Code
H&H Liquid Sludge Disposal, Inc. Company	(800) 653-0386 Telephone No.
9/16/2019 Date	biosolidsolutions@hhlsd.com Email Address.

H&H Liquid Sludge Disposal, Inc.

Steve Hacht, President
P.O. Box 390, Branford, FL 32008
(800) 653-0386
biosolidsolutions@hhlsd.com

City of Holly Hill

Sludge Removal, Hauling and Disposal Services

Invitation to Bid Number
ITB #19-WW-12

Opening: Tuesday, September 17, 2019
at 10:00 am

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1. Management Summary

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

September 16, 2019
ITB 19-WW-12

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

To Whom It May Concern,

H&H Liquid Sludge Disposal, Inc. is a Florida corporation, started in 1978, which provides transportation and disposal services to water and wastewater treatment facilities for their residual products. Today H&H LSD, Inc. is a leader in residuals management in Florida, serving more than 50 facilities in the State, and has access to over 48,000 acres of FDEP permitted pastureland available for biosolids land application.

Our company is dedicated to providing quality service at competitive pricing, as well as being stewards of the environment by partnering with experts in the agricultural and wastewater industries to ensure biosolids are reused in the most effective manner. H&H LSD, Inc. can provide the necessary equipment, qualified personnel, permits and BMF locations to satisfy the City's needs for the removal and disposal of Class "B" residual biosolids. Additionally, we are currently providing the City's Biosolids and Land Application services and hope to continue our relationship with the City of Holly Hill.

In regards to this invitation to bid, I may be contacted at (800) 653-0386 or via email at shacht@hhlsd.com if there are any questions.

Sincerely,

Steve Hacht, President
H&H LSD, Inc.

2. Corporate Experience and Capacity

H&H Liquid Sludge Disposal, Inc.
Corporate Experience

H&H LSD, Inc. is a family-owned corporation located in Branford, Florida. Since 1978, H&H has contracted with cities and counties to provide for their needs in water and wastewater management, such as agricultural site permitting, press dewatering, lime-stabilization, landfill and leachate hauling, biosolids composting, lift-station emergency pumping, operating wastewater treatment plants, and marketing compost and pelletized biosolid products. The company currently has over 55 qualified full-time employees and subcontractors, which include professional truck drivers, supervisors, field laborers and office staff.

H&H has developed an excellent rapport with city and county utilities statewide. The company is proud of its past performance and its present-day reputation of having the best and most dependable service in Florida's biosolids industry. The company takes pride in having accepted the challenge of biosolids management and is extremely pleased with its ability to handle numerous contracts at the same time.

In the 40 years of doing business, H&H has become a full-service entity that can perform various tasks in water and wastewater such as:

1) Transporting liquid and dewatered solids.
2) Land applying Class "B", Class "A", or Class "AA" residuals to citrus groves, farms, nurseries, ranches, and sod fields.
3) Dewatering wastewater sludge with filter belts and plate presses.
4) Lime stabilization of waste activated or non-vector biosolids.
5) Composting Class "B" biosolids to Class "AA".
6) Marketing Class "AA" for agricultural or commercial distribution.

H&H's primary objective will be to continue to service Florida Cities and Counties at fair prices and provide the latest waste technologies available.

H&H Liquid Sludge Disposal, Inc.
Equipment and Customer Specific Details

Company Equipment Listing

30	Tankers
132	Aluminum Dump Trailers
4	Semi-Tractors
14	Lease Semi-Tractors

ITB# 19-WW-12 Job Specific Equipment & Personnel

Primary

Unit# 306	Aluminum Dump Trailer	30 cubic yards
Unit# 308	Aluminum Dump Trailer	30 cubic yards
Unit# 316	Aluminum Dump Trailer	30 cubic yards
Tractor# 235116	Freightliner	80,000 lbs

Secondary

Unit# 309	Aluminum Dump Trailer	30 cubic yards
Unit# 349	Aluminum Dump Trailer	30 cubic yards
Tractor# 3148	Mack	80,000 lbs

Personnel

Steve Hacht, President/Owner	30 yrs	Company Tenure (30 yrs Industry Exp.)
Katie Matthews, Controller/Owner	17 yrs	Company Tenure (17 yrs Industry Exp.)
Luis Anuez, Logistics Coordinator	13 yrs	Company Tenure (36 yrs Industry Exp.)
Blake Hacht, Compliance Manager	6 yrs	Company Tenure (8 yrs Industry Exp.)
Truck Driver, Nathan Moat	10 yrs	Company Tenure (40 yrs Industry Exp.)
Truck Driver, Matt Falkner	3 mo	Company Tenure (29 yrs Industry Exp.)
Accounting, Sheila Morrison	36 yrs	Company Tenure (36 yrs Industry Exp.)

3. Customer Listing

H&H Liquid Sludge Disposal, Inc.
Customer Listing

Work of Similar Size and Scope

1) City of Cocoa
   Address: 375 N Cocoa Blvd, Cocoa, FL 32922
   Contact: Brent Heimbecker, Chief Operator
   Phone: (321) 802-8301
   Project Title: Biosolids Transportation and Disposal
   Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: August 2011 to present

2) City of Palm Bay
   Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
   Contact: Michael Saccoman, Wastewater Plant Supervison
   Phone: (321) 952-3499
   Project Title: Biosolids Transportation & Disposal
   Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: October 1, 2013 to present

3) City of Edgewater
   Address: 409 Mango Tree Drive, Edgewater, FL 32132
   Contact: Eric Bosse, Superintendent
   Phone: (386) 424-2484
   Project Title: Biosolids Transportation and Land Application
   Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: June 2014 to present

4) City of Rockledge
   Address: 1600 Huntington Lane, Rockledge, FL 32955
   Contact: Jim Elmore, Director
   Phone: (321) 221-6377
   Project Title: Dewatered Sludge Transportation and Disposal Services
   Description: Hauling of biosolids for disposal at a permitted class on landfill.
   Dates of Service: October 2014 to present

5) St. Johns County
   Address: 1205 SR 16, St. Augustine, FL 32084
   Contact: Tony Cubbedge, Environmental Division Manager
   Phone: (904) 209-2620
   Project Title: Collection, Transportation & Disposal of Wastewater Sludge
   Description: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.
   Dates of Service: June 2014 to present

10) Orange County
Address: 4760 Sand Lake Road, Orlando, FL 32819
Contact: Perry Davis, Senior Purchasing Agent
Phone: (407) 836-5638
Project Title: Biosolids Management
Description: Transportation of biosolids material to a DEP permitted land application disposal site.
Dates of Service: June 1, 2015 to December 2018

11) City of Lake City
Address: 205 North Marion Avenue, Lake City, FL 32055
Contact: Cody Pridgeon, Wastewater Director
Phone: (386) 758-5455
Project Title: Collection, Transportation and Disposal of Wastewater Sludge
Description: Hauling of Class B biosolids to a DEP permitted disposal site for land application.
Dates of Service: March 2015 to present

4. Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc.
Acceptance of Conditions

H&H Liquid Sludge Disposal, Inc. understands and accepts the conditions of the ITB, including insurance requirements, in its current form. No exceptions are proposed.

5. Documents

State of Florida
Department of State

I certify from the records of this office that H & H LIQUID SLUDGE DISPOSAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 24, 1978.

The document number of this corporation is 579930.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8705111666CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 07, 2019
Secretary of State
8705111666CC

DOCUMENT# 579930

Entity Name: H & H LIQUID SLUDGE DISPOSAL, INC.

Current Principal Place of Business:

6990 US HWY 27
BRANFORD, FL 32008

Current Mailing Address:

P O BOX 390
BRANFORD, FL 32008 US

FEI Number: 59-1832613

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RICK D. HACHT
6990 US HWY 27
BOX 390
BRANFORD, FL 32008 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	HACHT, STEPHEN C	Name	HACHT, RICK D
Address	27627 65TH ROAD	Address	6990 US HWY 27
City-State-Zip:	BRANFORD FL 32008	City-State-Zip:	BRANFORD FL 32008

Title	SECRETARY/TREASURER
Name	MATTHEWS, KATHRYN HACHT
Address	6994 US HWY 27
City-State-Zip:	BRANFORD FL 32008

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

SIGNATURE: KATHRYN MATTHEWS SEC/TREAS 02/07/2019

Electronic Signature of Signing Officer/Director Detail — Date

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

49-SH-1511512

49-BID-3836818

Sewage Hauling

Issued To: H & H L.S.D., Inc
6990 U.S. Hwy. 27
Branford, FL 32008

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

County: **Osceola**
Amount Paid: $ 2,150.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*

Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

(407) 742-8606

Owner: H & H L.S.D., Inc. (Hacht, Rick)

Total Capacity (Total Number of Disposal Trucks): 43

Original Customer: H & H L.S.D., Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

381

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

49-LS-1512259

49-BID-3837600

Land Spread

Issued To: Deer Park Ranch-H & H
6354 Kempfer Road
Saint Cloud, FL 34773

Mail To: Rick Hacht (H & H L.S.D., Inc.)
P.O. Box 390
Branford, FL 32008

Owner: H & H L.S.D., Inc. (Hacht, Rick)

County: **Osceola**
Amount Paid: $ 300.00
Date Paid: 09/19/2018
Issued Date: 10/01/2018

Permit Expires On: 09/30/2019

Issued By: *Bret A. Smith,*

Environmental Administrator

Department of Health in Osceola County
1 Courthouse Square, Suite 1200
Kissimmee, FL 34741

(407) 742-8606

Original Customer: Deer Park Ranch-H & H (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE





Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

August 5, 1999

H & H Liquid Sludge Disposal, Inc.
Post Office Box 609
Ft. White, Florida 32038

Dear Motor Carrier:

This office has received your application for an Intrastate USDOT number (Form MCS -150/FL). Your application has been processed through the USDOT Motor Carrier Management Information Systems (MCMIS) and the following Intrastate USDOT number has been assigned to your company:

USDOT 821903FL

Your intrastate USDOT Identification Number must be displayed on vehicle(s) ***with the Florida suffix (FL) clearly printed at the end of the USDOT number***, as specified in the Code of the Federal Regulations (CFR), Title 49, Part 390.21, which was adopted by Florida Statute 316.302. Provided for your information is an attached copy of CFR, Title 49 Part 390.21.

If this letter is received at a location other than your principal office (i.e., terminal or area office), please forward to the appropriate company officials. If there has been a change in your motor carrier name or principal office address, please correct the information shown at the top of this letter and return it to the following address:

Florida Department of Transportation
Motor Carrier Compliance Office
1815 Thomasville Road
Tallahassee, Florida 32303
Attention: Sandy Hall

Should you have any questions regarding the assignment of an Intrastate USDOT number or the adoption of the Federal Regulations by State Statutes for intrastate carriers, please feel free to contact my office at 850/922-0134, Monday-Friday (8am-5pm).

Sincerely,

Sandy Hall

Sandy Hall
Intrastate Identification
Program Manager

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

H & H LIQUID SLUDGE DISPOSAL, INC.
P.O. BOX 390
BRANFORD, FLORIDA 32008-0390
LICENSE NO. F001753

This is to certify that the person whose name and address shown above, has paid the required fees of $200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on JUNE 30, 2020.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner

Fresh from Florida

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2019

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

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

PRODUCER RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	**CONTACT NAME:** Tara Carney **PHONE (A/C, No, Ext):** 800-407-4077 **FAX (A/C, No):** 321-752-7980 **E-MAIL ADDRESS:** tcarney@rrl-ins.com
INSURED HHLIQSLUD H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Axis Insurance Company 37273 **INSURER B :** Navigators Specialty Insurance Company 36056 **INSURER C :** American Interstate Insurance Company 31895 **INSURER D :** Markel American Ins. Co. 28932 **INSURER E :** Lloyds of London **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2090817892 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR X NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY ☐	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ☐	$ 1,000,000 $ $ $ $
E	☐ **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE AGGREGATE ☐	$ 2,000,000 $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCFL2771882019	3/14/2019	3/14/2020	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 90% Co Insurance $1,000 DED	1,000,000 Wind DED $25,000 Wind DED $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL FL 32117-0000

CANCELLATION 30

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

6. Required Form Submittals

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12

THIS AGREEMENT is made and entered into this _____ day of October, 2019, by and between H&H Liquid Sludge Disposal, Inc. , duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008 , hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Pam Wilkins

Kate Matthews

FIRMS
By: _____
Steve Hacht, President

Dated: 9/16/2019

Attachments: A. ITB #19-WW-12
B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

[X] The standard contract / agreement has been signed and included.

[X] All applicable forms have been signed and included

[X] All information as requested in the Proposer's Qualification Form is included.

[X] Any addenda have been signed and included.

[X] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

[X] The **mailing envelope must be sealed and marked** with Qualification Number "**ITB 19-WW-12",** Proposal Title "**SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES**" and **September 17, 2019 "@ 10:00 am**".

[X] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc. Company	P.O. Box 390 Address
 Authorized Signature	Branford, FL 32008 City, State, Zip Code
Steve Hacht, President Printed Name & Title	(800) 653-0386 Telephone No.
biosolidsolutions@hhlsd.com Email	(386) 935-0941 Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
Authorized Signature	Branford, FL 32008
	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

State of Florida)
City of Branford)

SUBSCRIBED AND SWORN to before me this 16th day of September, 20 19, by Steve Hacht, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Stephanie Ogden

Notary Public

My Commission Expires: May 8th 2022

STEPHANIE ANN OGDEN
Notary Public - State of Florida
Commission # GG 215717
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
71#	@pmu_pb Amslrw Qjsbec F_sjgle Qcptgacq	$ 0*6..*..._llls_j
53#	Agrw md Qslpgqc Qcucp Qjsbec F_sjgle	$ 53.*..._llls_j
3.#	Kg_kg B_bc Amslrw F_sjgle_lb Bgqnmq_j md Aj_qq @ @gmqmjgbq	$ 0*...*..._llls_j

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

@pmu_pb Amslrw8 @gb Lm, MNL0//6324@/ Qjsbec F_sjgle Qcptgacq

OTHER INFORMATION ABOUT PROJECTS:

Projects involve the collection, transportation and disposal of Class B biosolids at permited disposal facilities.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 36.*273,.. **Total Fees for work done on all City projects**

?sesqr /*0./2+?sesqr 1/*0./7
Qcptgac Amlrp_ar dmp @gmqmjgbq_lb J_lb ?nnjga_rgml dmp rfc Agrw md Fmjjw Fgjj (Resolution 2014-R-10)

REFERENCES:
Bank(s) Maintaining Account(s): _____

TD Bank, N.A., 600 NW 43rd Steet, Gainesville, FL 32607, Robert Oellrich (386) 758-7614

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
_____	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB NO. 19-WW-12 - "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB# 19-WW-12.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 16th day of September, 2019 in the City of Branford, in the State of Florida.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
	Branford, FL 32008
Authorized Signature	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below:	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

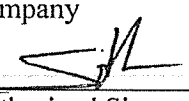
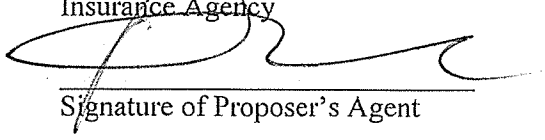
☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **ITB** Number **19-WW12** and **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES.**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB.**

H&H Liquid Sludge Disposal, Inc. Company	P.O. Box 390 Address
 Authorized Signature	Branford, FL 32008 City, State, Zip Code
Steve Hacht, President Printed Name & Title	(800) 653-0386 Telephone No.
biosolidsolutions@hhlsd.com Email	(386) 935-0941 Fax No.
RRL Insurance Agency Insurance Agency	
 Signature of Proposer's Agent	

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **YES**
☐ **NO**

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
Authorized Signature	Branford, FL 32008
	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Suwannee

Steve Hacht, being first duly sworn, deposes and says that:

He/she is President of H&H Liquid Sludge Disposal, Inc, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

H&H Liquid Sludge Disposal, Inc.	P.O. Box 390
Company	Address
Authorized Signature	Branford, FL 32008
	City, State, Zip Code
Steve Hacht, President	(800) 653-0386
Printed Name & Title	Telephone No.
biosolidsolutions@hhlsd.com	(386) 935-0941
Email	Fax No.

Subscribed and sworn to before me this 16th day of Sept, 2019.

Stephanie Ogden

Notary

Title

My Commission Expires: May 8th 2022

STEPHANIE ANN OGDEN
Notary Public - State of Florida
Commission # GG 215717
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

ACKNOWLEDGEMENTS
ITB # 19-WW12 Sludge Removal, Hauling and Disposal Services

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

H&H Liquid Sludge Disposal, Inc., P.O. Box 390, Branford, FL 32008
From : Insert Information "Contractor"

The Contractor agrees to provide SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES within 30 **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 16th **day of** September **(Month)**, 2019 **(Year)**

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____/ Steve Hacht
(Signature) **(Print name)**

Address: P.O. Box 390

Branford, FL 32008

Telephone: (800) 653-0386 **Fax:** (386) 935-0941

Taxpayer Identification Number (TIN/EIN): 59-1832613

State Under Which Corporation Was Chartered:
Florida

Corporate President: Steve Hacht
(Print Name)

Corporate Secretary: Katie Matthews
(Print Name)

Corporate Treasurer: Katie Matthews
(Print Name)

CORPORATE SEAL

Attest By: Katie Matthews
Secretary

Signature: _____ **Date:** 9/16/2019

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: H&H Liquid Sludge Disposal, Inc.

Authorized representative (printed): Steve Hacht, President

Authorized representative (signature): 

Project Number: **ITB # 19-WW-12**

Date: 9/16/2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Cocoa
   Address: 375 N Cocoa Blvd., Cocoa, FL 32922
   Point of Contact: Brent Heimbecker, Cheif Operator
   Phone #: (321) 802-8301 Email address: bheimbecker@cocoafl.org
   Service(s) Provided: Biosolids Transportation and Disposal
   Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: August 2011 - current

2. Name of Company: City of Palm Bay
   Address: 1111 Troutman Blvd NE, Palm Bay, FL 32905
   Point of Contact: Michael Saccoman, Wastewater Plant Superintendent
   Phone #: (321) 952-3499 Email address: michael.saccoman@palmbayflorida.org
   Service(s) Provided: Biosolids Transporation & Disposal
   Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: October 1, 2013 to present

3. Name of Company: City of Edgewater
   Address: 409 Mango Tree Drive,Edgewater, FL 32132
   Point of Contact: Eric Bosse, Superintendent
   Phone #: (386) 424-2484 Email address: ebosse@cityofedgewater.org
   Service(s) Provided: Biosolids Transportation and Land Application
   Hauling of Class B biosolids to a DEP permitted disposal site for land application.
   Dates of Service: June 2014 - present

4. Name of Company: City of Rockledge
   Address: 1600 Huntington Lane, Rockledge, FL 32955
   Point of Contact: Jim Elmore, Director
   Phone #: (321) 221-6377 Email address: jelmore@cityofrockledge.org
   Service(s) Provided: Dewatered Sludge Transportation and Disposal Services
   Hauling of biosolids for disposal at a permitted class one landfill.
   Dates of Service: October 2014 - present

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Steve Hacht, President
(Print Individual's Name and Title)
for H&H Liquid Sludge Disposal, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is biosolids transportation and land application

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1832613

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 16th day of September, 2019.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: May 8. 2022

STEPHANIE ANN OGDEN
Notary Public - State of Florida
Commission # GG 215717
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: 59-1832613

Firm Name: H&H Liquid Sludge Disposal, Inc.

Mailing Address: P.O. Box 390
Branford, FL 32008

Telephone No.: (800) 653-0386 Fax No.: (386) 935-0941

Email Address: biosolidsolutions@hhlsd.com Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Steve Hacht, President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

H&H Liquid Sludge Disposal, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 390

6 City, state, and ZIP code

Branford, FL 32008

Requester's name and address (optional)

City of Holly HIll
1065 Ridgewood Ave.
Holly Hill, FL 32117

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	8	3	2	6	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** S/H **Date ▶** 9/16/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

7. Price Proposal Form

PROPOSAL PRICING FORM
ITB 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **"Contractor"**

Price for removal, hauling and disposal services per Cubic Yard.

Year 1. $27.50 per cubic yard

Year 2. $28.00 per cubic yard

Year 3. $28.00 per cubic yard

~~Monthly Base Fee to include any ancillary equipment and / or labor to move / bump the container in order to distribute the lime within it.~~

~~Year 1. _____ monthly fee~~

~~Year 2. _____ monthly fee~~

~~Year 3. _____ monthly fee~~

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	P.O. Box 390 Address
Steve Hacht, President Printed Name & Title	Branford, FL 32008 City, State, Zip Code
H&H Liquid Sludge Disposal, Inc. Company	(800) 653-0386 Telephone No.
9/16/2019 Date	biosolidsolutions@hhlsd.com Email Address.

8. Addendum & Invitation to Bid

ADDENDUM NUMBER 1
RFP 19-WW-12
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 19- WW-12** for the above **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

All proposals are to be delivered before 10:00 a.m., on or before September 17, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Number of bid proposals as shown on page 8 is revised as follows: Proposers must submit ~~TWO (2)~~ **FOUR (4)** total copies of the **proposal**, one (1) original **and Three (3) copies** and one (1) electronic copy in PDF format, on an USB flash drive.

Page 10 item 4) Terms and Conditions of contract is updated as follows: The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised **upon agreement by both parties** ~~at the discretion of the City.~~ The City will base~~d~~ any renewal on performance of the company and adherence to the terms and conditions set forth in the ITB documents. ~~The City retains the sole right to determine whether the extension option shall be granted.~~

Insurance Requirements form on page 30 and 31 of the bid, has been updated removing Other Insurance: Errors and Omissions or Professional Malpractice Coverage

Proposal Pricing form shown on the bid page 41 has been updated removing ancillary equipment and/or labor to move/bump container. The updated form is attached to this addendum.

QUESTIONS AND ANSWERS

Q1. Would you mind confirming that only two (2) copies of the bid are to be submitted (one original and one electronic), as reference on page 15, D- Delivery of Bids. I believe that it is only a typo on page 2, requesting (4) originals.
A1. Please provide 1 original with 3 copies along with an electronic copy in pdf format.

Q2. Can you please provide the current pricing for the removal, hauling and disposal services per Cubic Yard?
A2. $715 per load of 30 cubic yards.

Q3. Can you please provide the current pricing for the Monthly Base Fee to include any ancillary equipment and /or labor to move/ bump container in order to distribute the lime within it?
A3. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q4. Is it possible to have a site visit?
A4. Yes, you can contact John Dally at (386)248-9463 to scheduled site visit. Visit must occur before 5pm on September 13, 2019

Q5. Item 2 requested a General Liability policy with no limiting endorsements. This is rather broad as nearly all General Liability policies have some sort of limiting endorsements. Also item 5 other insurance indicates errors and omissions or professional malpractice coverage required?
A5. The City requires no limiting endorsements. The Other Insurance requirement for Errors and Omissions or Professional Malpractice Coverage has been removed. See updated insurance requirements form shown on addendum changes.

Q6. Is it mandatory for the contractor to own and operate and biosolids management facility?
A6. No, please see page 6 General Description of Specifications or Scope of Work which states: Contractor shall own and operate a Management Facility **if necessary…** Disposal at a fully licensed and permitted site as described in item 9) owned by another company is acceptable.

Q7 In the monthly fee for ancillary equipment and labor to move or bump the container in order to distribute the lime? What exactly is included in this item? There are no technical specifications to back up this line item.
A7. Proposal pricing form shown on the bid page 41 has been updated to delete ancillary equipment and labor. The update form is attached to this addendum.

Q8. On p.4 of the specs, 2nd paragraph, it states that the contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. On page 10, Item 4 Terms and Conditions of Contract, it mentions that the two (2) 0ne-year extension options may be exercised at the discretion of the City……and that the City retains the sole right to determine whether the extension option shall be granted. Do these statements conflict with each other?
A8. Please see updated terms and conditions for page 10 shown above.

Q9. How will the volume of material removed and disposed (both cubic yard and gallons) be determined/measured?
A9. Volume of material removed will be measured in cubic yards by the size of the truck.

Q10. Are the biosolids lime stabilized?
A10. yes

Q11. If the regulations for Class B application change causing increased costs is there a clause to renegotiate or opt out?
A11. This information is shown on Page 8, Item 3) regulatory requirements item E) states: "Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications. "

Q12. Have there been any odor complaints/conditions experienced in the past as a result of biosolids being land applied or retained at the application site? If so, how many and how were they handled/addressed?
A12. There have been no odor complaints.

Q.13 Does the City have the capability to move Contractor's provided trailers while loading or otherwise able to evenly load the trailers?
A13. Yes

Signature acknowledges receipt and understanding of this addendum.

Steve Hacht, President
Name/Title

9/16/2019
Date

RFP 19-WW-12 SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES – Addendum No. 1 9/06/2019

411

Invitation to Bid

NUMBER
ITB #19-WW-12

HOLLY HILL
FLORIDA

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Stella Gurnee, Finance Director

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals to provide Sludge Removal, Hauling and Disposal Services for the City of Holly Hill. Proposals will be received until **September 17, 2019 at 10:00 a.m.,** by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

ITB# 19-WW-12
"Sludge Removal, Hauling and Disposal Services"

Services to be provided shall include, but not be limited to the following:
Provide specialized disposal and transporting of residual biosolids from the City of Holly Hill's Advanced Wastewater Treatment Facility as needed in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-bid conference is not applicable for this solicitation.

One (4) originals, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **"ITB 19-WW-12 – Sludge Removal, Hauling and Disposal Services."**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Purchasing website: www.myvendorlink.com, and also posted in the Lobby of City Hall.

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1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Invitation to Bid (hereinafter, "**ITB**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of grounds maintenance services are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period**.

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder my cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section "6L" of this **ITB**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City's Annual Budget for fiscal year 2018-2019. Copies of these documents may be requested from the City Clerk vis telephone (386)248-9441 or via e-mail from vmanning@hollyhillfl.org . The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Stella Gurnee, Finance Director, in writing to sgurnee@hollyhillfl.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from sgurnee@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the on Vendor Link (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	**Date**
Issue **ITB** Notice	August 21, 2019
Last Date for Receipt of Written Questions	September 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	September 5, 2019
Opening Date	September 17, 2019 – 10:00 am
Evaluation Committee	September 24, 2019 – 2:00 pm
Notice of Recommendation	September 27, 2019
City Commission Hearing Date	October 8, 2019

2) General Description of Specifications or Scope of Work

The City is seeking the services of Sludge Removal, Hauling and Disposal Services to provide specialized disposal and the transporting of residual biosolids to include, but not limited to, to provide all equipment, materials, labor and other specialized services to the City Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Sludge Hauler shall provide, but not limited to the following services:

The Contractor agrees to provide all equipment, materials, labor and other specialized services to the City for "Biosolids Transportation and Land Application." to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.

1) The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s).

2) Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel.

3) Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and are subject to City approval.

4) Bid price for transporting biosolids shall include all costs, including staging / loading time, licensed drivers, insurance and all applicable permits for over the road hauling.

5) The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems.

6) Contractor will have alternative equipment or operations in place to prevent this.

7) The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site.

8) Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.

9) Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environmental Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Sludge Removal, Hauling and Disposal Services Contractor is the responsible party. Florida Statue 62-640.300 permit requirements: *(5) Responsibility for Treatment and Proper Use (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.*

10) Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Wastewater Supervisor. Site delivery schedule may change at various times, when coordinated in advance by the Wastewater Supervisor.

11) The potential biosolids production during the period of this agreement will be approximately 190 to 270 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.

12) Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace**: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:**

A) Minimum five (5) years' experience in the Sludge Removal, Hauling and Disposal Services and disposal business, specifically hauling wastewater treatment plant sludge.

B) Must provide all required licenses, certifications and permits.

C) Proof of current insurance to meet the specifications listed in section x of these bid documents.

D) Must employ drivers with CDL licenses, licensed to operate in Florida

E) Must be able to produce letter or evidence that company is current and able to be provided credit by the receiving landfill.

F) The Contractor shall supply at no additional cost to the City of Holly Hill three (3) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers.

i. Two trailers shall will be clean and empty back-up trailers and the other shall be supplied for loading and remain under the filter press loading bay at all

times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning.

G) There shall at all times be at least two trailers on site for the purpose of 365 clays a year continuous loading the City's Biosolids residual.

H) Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Sludge Removal, Hauling and Disposal Services Contractor.

3) **Regulatory Requirements**

A) It is understood that both the CITY and the Sludge Removal, Hauling and Disposal Services Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.

B) The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (F AC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.

C) The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.

D) Sludge Removal, Hauling and Disposal Services Contractor accepts responsibility for biosolids as defined in F AC 62-640 and U.S. EPA CFR, Part 503. Biosolids provided by the CITY shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.

E) Sludge Removal, Hauling and Disposal Services Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Sludge Removal, Hauling and Disposal Services Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.

F) Sludge Removal, Hauling and Disposal Services Contractor agrees to provide CITY with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CPR part 503, and any future updates / amendments to the above mentioned rules and

regulations.

G) Sludge Removal, Hauling and Disposal Services Contractor will make official permit application permit modification for the CITY'S Biosolids within fourteen (14) days of notice to proceed.

H) The Sludge Removal, Hauling and Disposal Services Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

4) **Hauling Operations and Management**

A) The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.

B) Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids. The Contractor shall be responsible for all permitting of the land application sites.

C) The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.

D) Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.

E) The contractor shall be responsible for all surcharges that may be imposed by the County or State.

F) The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.

G) The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).

H) Sludge Removal, Hauling and Disposal Services Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Sludge Removal, Hauling and Disposal Services Contractor will be responsible for site storage of any additional trailers).

B) City's Responsibilities

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Wastewater Supervisor of the City Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Wastewater Supervisor or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.

3) City's Right to Inspect

Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site(s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site(s) for biosolids treatment and land application disposal.

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options that may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the extension option shall be granted.

Pricing of hauling and land application may be revised in year four and five upon anniversary date of the contract by 75% of the Southern Region All Items CPI Index. The Contractor shall notice the City of any price increase by April 15 of the preceding fiscal year.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this ITB, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **ITB** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **ITB** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITB**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.
☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period

without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before September 17, 2019 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit TWO (2) total copies of the , one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

2) Invitation to Bids (**ITB**) issued.

3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **ITB**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and

request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **ITB**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **ITB**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this ITB.

Information provided for each clients shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the ITB, and to insurance requirements or any other requirements listed in the ITB. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder

- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this ITB document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	30	30.0
Company #2	$108,000.00	$100,000.00	92.6%	30	27.78
Company #2	$120,000.00	$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITB, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this ITB, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the

City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Capacity to Perform Work: **• Work efficiently and within reasonable time constraints.** **• The ability to perform necessary work under the contract.** **• The ability to provide financial stability over the term of the contract.**	**25**
Professional Proposals: **• Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.**	**25**
Price	**30**
Compliance and acceptance of terms of this ITB	**20**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-291

File ID:	22-291	**Type:**	Contract	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/10/2022
Subject:				**Final Action:**	

Title: To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	SOIRL agenda exhibits Final.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	jwalsh@cocoafl.org	**Effective Date:**	

History of Legislative File

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


N
W
E
S
Indian River Project
over view
LS45
LS16
COCOA
LS06
LS41
LS07
LS12
LS02
Project lots
wServiceConnection
CocoaBoundary
LiftStationAreas
0 0.13 0.25 0.5
Miles
COCOA
FLORIDA

Table 3-1: Loading from Different Sources in Each Sub-lagoon

Source	Banana River Lagoon Total Nitrogen (pounds per year)	Banana River Lagoon Total Phosphorus (pounds per year)	North IRL Total Nitrogen (pounds per year)	North IRL Total Phosphorus (pounds per year)	Central IRL Zone A Total Nitrogen (pounds per year)	Central IRL Zone A Total Phosphorus (pounds per year)
Stormwater Runoff	119,923	15,064	328,047	45,423	279,351	43,193
Baseflow/Septic, Leaking Sewer, Reclaimed Water	164,225	22,613	344,111	47,383	370,129	50,966
Atmospheric Deposition	175,388	3,222	301,977	5,505	49,456	892
Point Sources	17,484	3,370	14,711	1,029	0	0
Muck Flux	393,948	43,216	247,078	17,583	16,927	2,277

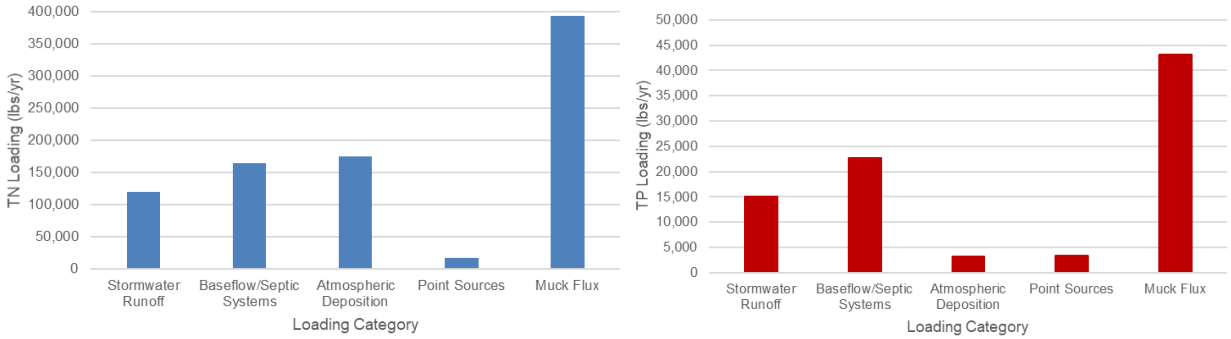


Figure 3-1: Banana River Lagoon TN (left) and TP (right) Annual Average Loads by Source

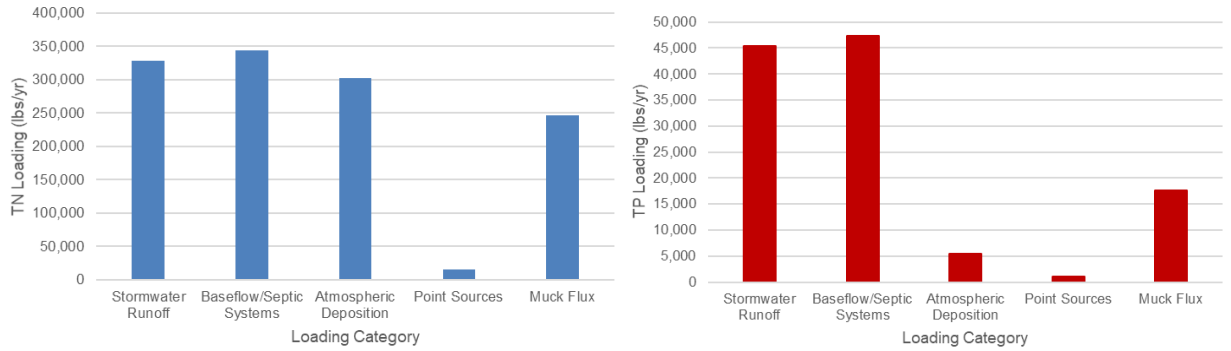


Figure 3-2: North IRL TN (left) and TP (right) Annual Average Loads by Source

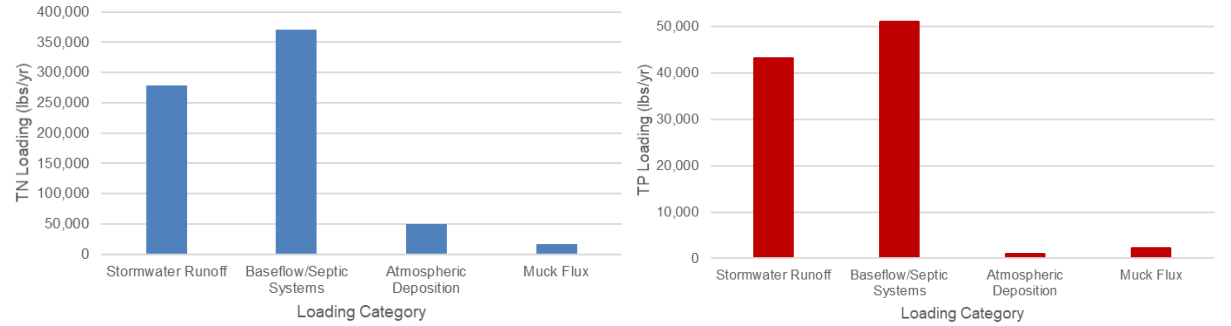
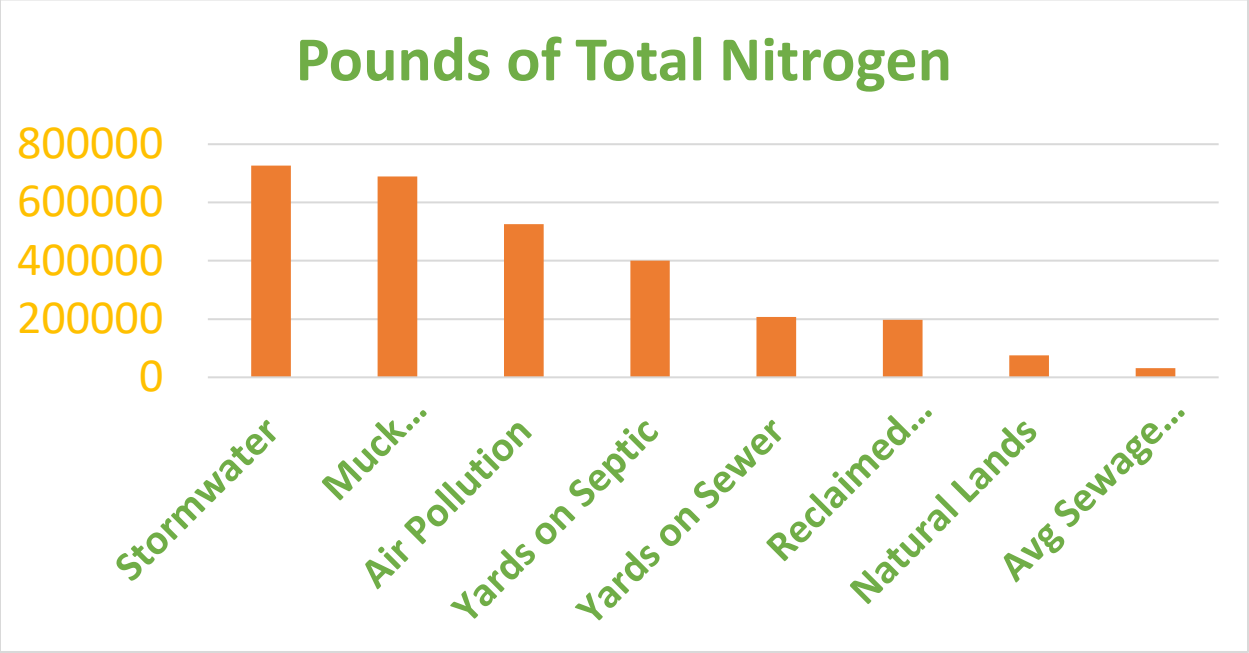


Figure 3-3: Central IRL TN (left) and TP (right) Annual Average Loads by Source

Source: Save Our Indian River Lagoon Project Plan 2022 Update prepared by Tetra Tech, February 2022



Source: Brevard County Natural Resources – Intergovernmental Meeting presentation 7/28/2021

Areas J and K - Estimated Costs

5/24/2022

Septic to Sewer Project

Current SOIRL Funding - Infrastucture Reimbursement

# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Current Estimated Const. Cost Min.	Current Estimated Const. Cost Max.	Design Cost	Estimated EOR cost	**Infrastructure Costs net Design and Eng**	
								Net Cost Low to be funded	**Net Cost High to be funded**
92	100%	92	$5,132,404	$6,600,000	$8,200,000	$405,865	$200,000	**$1,673,461**	**$3,273,461**
	90%	83	$4,619,164	$6,600,000	$8,200,000	$405,865	$200,000	**$2,186,701**	**$3,786,701**
	80%	74	$4,105,923	$6,600,000	$8,200,000	$405,865	$200,000	**$2,699,942**	**$4,299,942**
	70%	64	$3,592,683	$6,600,000	$8,200,000	$405,865	$200,000	**$3,213,182**	**$4,813,182**
	60%	55	$3,079,442	$6,600,000	$8,200,000	$405,865	$200,000	**$3,726,423**	**$5,326,423**
	50%	46	$2,566,202	$6,600,000	$8,200,000	$405,865	$200,000	**$4,239,663**	**$5,839,663**
	40%	37	$2,052,962	$6,600,000	$8,200,000	$405,865	$200,000	**$4,752,903**	**$6,352,903**

Note: SOIRL fund based on $56,787 per lot reimbursement
SOIRL allocated 99 lots x $56,787 = $5,622,000
Cost of Construction min and max from EOR

Range of Costs to be paid for by city, homeowners or by grant or in any combination

Septic to Sewer Project

Home Owner Costs (service line, remove septic, repairs, landscaping)

# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Estimated Cost per Lot	Impact Fee	Estimated Total Customer Cost
92	100%	92	$15,000	$1,406	$1,509,352
92	100%	92	$25,000	$1,406	$2,429,352

Range of Costs to be paid for by homeowners or by grant or in any combination

PRELIMINARY Engineer's Estimate of Probable Cost

— Area J and Area K —

N. Indian River Drive Sewer Improvements

City of Cocoa, Florida

Item	Unit $	Un	Option 1 Excavate & Bore		Option 2 All Excavation	
			Qty.	Ext. $	Qty.	Ext. $
Mobilization	—	LS	—	500,000.00	—	615,000.00
Erosion control	—	LS	—	205,000.00	—	285,000.00
Maintenance of traffic	—	LS	—	200,000.00	—	300,000.00
Clearing and grubbing	—	LS	—	175,000.00	—	305,000.00
Signing & pvmt. markings	—	LS	—	60,000.00	—	60,000.00
Dewatering	—	LS	—	400,000.00	—	720,000.00
Sheeting & shoring	—	LS	—	210,000.00	—	350,000.00
Excavate/remove coquina	—	LS	—	400,000.00	—	600,000.00
Haul coquina, truck load	300.00	EA	388	116,400.00	530	159,000.00
Replacement fill	14.00	CY	3,520	49,280.00	4,820	67,480.00
8" SDR35 PVC (0–6')	60.00	LF	779	46,740.00	2,923	175,380.00
8" SDR35 PVC (6–8')	70.00	LF	979	68,530.00	1,558	109,060.00
8" SDR35 PVC (8–10')	82.00	LF	1,120	91,840.00	1,343	110,126.00
8" SDR35 PVC (10–12')	100.00	LF	537	53,700.00	1,013	101,300.00
8" DR18 PVC (0–6')	66.00	LF	0	0.00	66	4,356.00
8" DR18 PVC (6–8')	76.00	LF	0	0.00	90	6,840.00
8" DR18 PVC (8–10')	85.00	LF	42	3,570.00	132	11,220.00
8" DR18 PVC (10–12')	95.00	LF	166	15,770.00	256	24,320.00
8" DR18 PVC (12–14')	110.00	LF	213	23,430.00	256	28,160.00
8" DR18 PVC (14–16')	120.00	LF	422	50,640.00	422	50,640.00
10" SDR35 PVC (0–6')	80.00	LF	466	37,280.00	466	37,280.00
Direct drill 8" fusible PVC	140.00	LF	3,801	532,140.00	0	0.00
4' Manhole (0–6')	8,000.00	EA	12	96,000.00	16	128,000.00
4' Manhole (6–8')	10,000.00	EA	11	110,000.00	9	90,000.00
4' Manhole (8–10')	11,600.00	EA	7	81,200.00	7	81,200.00
4' Manhole (10–12')	14,000.00	EA	4	56,000.00	4	56,000.00
5' Manhole (12–14')	18,000.00	EA	3	54,000.00	1	18,000.00
5' Manhole (14–16')	20,000.00	EA	2	40,000.00	2	40,000.00
Drop manhole (6–8')	15,000.00	EA	1	15,000.00	1	15,000.00
Drop manhole (8–10')	17,000.00	EA	0	0.00	1	17,000.00
Service, single	1,550.00	EA	99	153,450.00	99	153,450.00
Core existing manhole	4,000.00	EA	3	12,000.00	3	12,000.00
Drainage pipe (replace)	120.00	LF	50	6,000.00	50	6,000.00
Flowable fill	220.00	CY	1,078	237,160.00	494	108,680.00
Mill exist. asphalt, 1"	10.00	SY	17,285	172,850.00	17,285	172,850.00
Type B stabilization	12.00	SY	7,835	94,020.00	11,370	136,440.00
10" Limerock base	35.00	SY	7,835	274,225.00	11,370	397,950.00
SP-9.5 asphalt, 1"	150.00	TN	951	142,650.00	951	142,650.00
SP-12.5 asphalt, 2.5"	150.00	TN	1,300	195,000.00	1,663	249,450.00
Curb & gutter	30.00	LF	3,920	117,600.00	4,670	140,100.00
Concrete sidewalk	100.00	SY	1,645	164,500.00	1,645	164,500.00
Pavers (contingency)	250.00	SY	200	50,000.00	600	150,000.00
Sod	5.00	SY	5,290	26,450.00	6,290	31,450.00
Misc. R/W restoration	—	LS	—	220,000.00	—	460,000.00
Lift sta. upgrades (Dixon)	—	LS	—	100,000.00	—	100,000.00
Subtotal			$5,657,425		$6,990,882	
18% Contingency			$1,018,337		$1,258,359	
Total Estimated Cost			**$6,675,762**		**$8,249,241**	

Notes: estimate is preliminary and subject to final design and permitting.

Bussen-Mayer File # 402204A-$

Date: 01/04/22

City of Cocoa Ordinances

Chapter 22, Article 1

Sec. 22-5. - Use of the city sewage collection system.

(a)It shall be unlawful for any person to place, deposit or permit the deposit in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

(b) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any waste water or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this section and other applicable law.

(c) It shall be unlawful to install or to permit installation of a septic tank or other onsite sewage treatment or disposal system on any property within the city if the city's sewer system is available to serve the property. Said prohibition shall apply to replacement of septic tanks or other onsite sewage treatment or disposal system on property which is presently being improved or which may be improved hereafter.

(d) Except as provided in this section or by law, it shall be unlawful to construct or maintain any new onsite sewage treatment or disposal system for the treatment or disposal of wastewater.

(e) The owner of all new houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the city or outside the city and within the city's sewer service area pursuant to ch. 57-1232, Laws of Florida, and abutting on any easement, street, alley or right-of-way in which there is now located or may in the future be located an available public sanitary sewer of the city, is hereby required at the owner's expense to install suitable and operable toilet facilities therein, and to connect such facilities at owner's expense with the city's sewer system in accordance with the provisions of this Code, the Florida Statutes and the rules and regulations of the State Department of Health. Connection to such facilities shall occur within three hundred sixty-five (365) days notice of availability of services, in conjunction with a new development project, or as otherwise provided by law. No certificate of occupancy shall be granted by the building official for any building until such time as owner has fully complied with the provisions of this subsection. This subparagraph shall also apply to existing houses, buildings or properties with existing onsite sewerage treatment systems which have failed and must be substantially replaced.

(f) Upon written notice by the city that the city's sewer system is available as provided by law, the owner of a properly functioning onsite sewerage treatment and disposal system must connect the system or the building's plumbing to the city sewer system as required by F.S. § 381.00655, as may be amended from time to time.

(g) Where the city's sewer system is not available under the provisions of this section, the property owner shall connect to an onsite sewage treatment and disposal system that complies with the provisions of applicable law.

(h) In the event an owner fails or refuses to timely connect to the city's sewer system as provided under this section, the city may seek and employ any legally available remedy including, but not limited to, equitable remedies such as injunctive relief and use of the code enforcement provisions of F.S. ch. 162, to cause the required connection to the city's sewer system.

(i) In the event the city is required to seek legal action to compel connection to the city's sewer system, all costs of such action incurred by the city, including attorney's fees and court costs, shall be assessed to the owner.

(j) For purposes of this section, the definitions contained in F.S. § 381.0065(2), as may be amended from time to time, shall apply unless the context of the word clearly indicates otherwise or unless the definition is modified hereunder by imposing a more stringent requirement.

(k) All new residential subdivisions with more than fifty (50) lots shall be required to connect to the city's sewerage system regardless of the distance to the existing sewerage system.

(l) Notwithstanding any provision in this section to the contrary, existing residential houses, buildings or properties with existing properly functioning septic tanks or other existing properly functioning onsite sewerage treatment or disposal systems shall not be required to connect to or use the city's sewer system. However, if the septic tank or other onsite sewage treatment or disposal system fails and must be substantially replaced, then such existing residential house, building, or property must connect to or use the city's sewer system. For purposes of this subparagraph, the term "existing" shall refer to septic tanks and other onsite sewage treatment and disposal systems that existed prior to September 26, 2006.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-305

File ID:	22-305	**Type:**	Informational Item	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Staff is seeking direction related to the possible installation of speed humps on North Carolina Ave, Bristol Dr., and North Georgia Ave.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Speed Hump - Bristol, N Carolina, N Georgia.pdf, Speed Hump - Bristol, N Carolina, N Georgia CHART.pdf, Speed Hump Policy and Petition Form.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	bsmith@cocoafl.org	**Effective Date:**	

History of Legislative File

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


Warren Ave
W Hilcrest Dr
N Kentucky Ave
Park Dr
Mitchell St
Avon Pl
W Highland Dr
Belleonte Ave
Carolina Ave
N. Carolina Ave
Bristol Dr
Bristo
d Dr
170' < 200' (minimum distance from intersection)
200' from nearest intersection
Possible Location
200' from nearest intersection
180' < 200' (minimum distance from intersection)
240' < 400' (minimum distance between intersections not met)
243' < 400' (minimum distance between intersections not met)
243' < 400' (minimum distance between intersections not met)
240' < 400' (minimum distance between intersections not met)
N. Georgia Ave
N Georgia Ave
243' < 400' (minimum distance between intersections not met)
240' < 400' (minimum distance between intersections not met)
200' from nearest intersection
Possible Location
N. Georgia Ave
N Georgia Ave
Possible Location
Pineda St
Pineda St
143' < 200' (minimum distance from intersection)
Bristol and N. Carolina would be main ingress routes for emergency services responding to calls from west of Pineda St.
C St
Bay Ave
Google Earth
500 ft
3.7008 in
443

		Bristol Drive	N. Georgia Avenue	N. Carolina Avenue
	Posted Speed Limit (MPH)	25	25	25
MINIMUM OF TWO REQUIRED TO MEET JUSTIFICATION	85th Percentile Speed > Posted Speed Limit (by more than 2MPH)	23.8	23.8	25.4
	95th Percentile Speed > 35 MPH	26	26	31.4
	24-hour two-way volume > 500 VPD	105	105	283
	Cut-Through Traffic > 50% of Peak Hour Traffic Volume	No	No	No
	Collector Roadway	No	No	No
	Arterial Roadway	No	No	No
	Petition with > 70% Property Owner Approval	No	No	No
	Warranted	**No**	**No**	**No**

City of Cocoa, FL - Speed Hump Policy August 2011

DEFINITIONS:

This policy shall apply to requests made by citizens for Speed Humps and other Traffic Calming Devices.

A. A SPEED HUMP is a rounded raised area of pavement typically 12 to 14 feet in length and often placed in a series 300 to 600 feet apart across all lanes of traffic.

B. A SPEED CUSHION is a modified SPEED HUMP with an un-raised path for fire trucks and ambulances through the hump.

C. A TRAFFIC CALMING DEVICE is an alternate method of slowing traffic and may consist of vertical or horizontal alignment changes, or narrowing of the roadway.

The following are minimum requirements for the installation of Speed Humps or Speed Cushions:

1. SPEED HUMPS or SPEED CUSHIONS may be permitted on local residential streets only if at least two of the four following minimum justifications are met:

A. The 85th percentile speed of traffic exceeds the posted speed limit by more than 2 mph, or

B. The 95th percentile speed of traffic is greater than 35 mph, or

C. The 24-hour two-way traffic volume is greater than 500 vehicles per day, or

D. Cut-through traffic observed from outside of the local neighborhood comprises more than 50% of the traffic during the peak hour of the day.

2. SPEED HUMPS or SPEED CUSHIONS will be considered by city staff on a case-by-case basis on city-owned commercial or "collector" streets with less than 2,500 vehicles per day.

3. SPEED HUMPS or SPEED CUSHIONS will not be permitted on "arterial" streets.

4. SPEED HUMPS or SPEED CUSHIONS will not be installed at any location unless 70% or more of the property owners within 500 feet of the proposed device(s) measured along the centerline of the street in each direction request installation in writing. A petition of support must be submitted with the request.

5. SPEED HUMPS or SPEED CUSHIONS will not be installed closer than 200 feet to an intersection, nor less than 300 feet apart.

6. SPEED HUMPS or SPEED CUSHIONS must be deemed minimally acceptable and may be installed at locations approved by the Fire and Police Departments only after concerns over response time and vehicle damage have been evaluated.

Traffic data will be collected by city personnel using city equipment after receipt of a written request and a valid petition. In the event that a requested location does not meet the minimum requirements as stated above, the request will be administratively denied in writing, to the designated representative with the reason for not meeting the required justifications. Staff may propose an alternate Traffic Calming Device. Subsequent requests for the same street or location will not be considered for a minimum of one year. If the installation does not meet at least two of the minimum requirements, the installation may be considered for approval by City Council if the requestor agrees to fully fund the installation.

The City of Cocoa Fire Department, Police Department, and Public Works Department must review and administratively approve all requests for SPEED HUMPS, SPEED CUSHIONS or TRAFFIC CALMING measures before being presented to the City Council. The city Council shall have the right to approve or deny the request at its discretion based on the minimum requirements set forth herein and any other factors relevant to the public health safety and welfare.

The streets division may allocate a portion of its annual budget for speed humps. The amount will be approved as a part of the annual budget process. If a project is recommended for approval by City staff and approved by the City Council, the City will determine financing of the construction. If all city funds have already been allocated, the request may either be funded by the requestor, or will be placed on a waiting list until funds become available in order of approval date. At the time the street is repaved, SPEED HUMPS or SPEED CUSHIONS may or may not be replaced at the city's sole option. If they are not replaced, justifications for replacement must be met using the above procedures.

Policy Adopted by City Council on: _____

Speed Hump or Speed Cushion Request Petition Form

Designated Representative:_____
Phone Number or email address:_____
Location to be evaluated:_____

We, the undersigned, own property at the address indicated below. It is our desire for the City of Cocoa to install speed humps, speed cushions or other traffic calming devices on my street within 500 feet of my address. We understand that the city will investigate and render a decision to the Designated Representative in accordance with the approved policy.

Property Owner (Please Print)	Street Address	Signature	Date

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-306

File ID:	22-306	**Type:**	Appointment	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Consider the appointment of Vincent Knowles to the Retiree Trustee position on the General Employees' Pension Board to fulfill the vacancy left by previous Board Member Missie McCarthy through October 1, 2022.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	05_03_2022 Board Application.pdf, Board Roster.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	marsenault@cocoafl.org	**Effective Date:**	

History of Legislative File

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

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: Vincent Knowles Application Date: 5/2/22

Street Address, Including Zip Code: 662 Tupelo Circle, Cocoa, FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-258-5065

Place of Business: n/a

Title/Position Held: n/a

Date of Birth[2] [redacted]

Email Address: lisapknowles@hotmail.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 Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
X	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? Own my home	Yes	X	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[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.

RECEIVED
Office of the City Clerk
MAY 03 2022
Time: 08

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 ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
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

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.

Before I retired from the City of Cocoa, I served as an employee trustee on the General Employees" Pension Board (2014-2020). I would now like to serve in the appointed retiree trustee position.

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

X	African-American
____	Asian-American
____	Hispanic-American
____	Native American
____	Caucasian

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2023
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	06/04/2021 Appointed	2022
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830 sherrywoodhouse@yahoo.com	631-7185 (H)	09/21 Reappointed 09/18 Reappointed 09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2024
Carmen Wing (Fifth member)	5265 Brilliance Circle Cocoa, FL 32926 Carmen.wing@yahoo.com	559-836-7582 cell	10//21 Reappointed 02/2020 Appointed (appointed by board on 2/19/2020 to complete term through 9/30/21)	2024
~~Missie McCarthy, Vice Chair (Retiree member - Appointed by City Council)~~ **VACANCY**	~~3461 Fox Wood Drive, Titusville FL 32780-2525~~	~~268-1902 (H)~~ ~~missiemccarthy@ymail.com~~	~~9/19 Reappointed~~ ~~9/16 Reappointed~~ ~~9/13 Reappointed~~ ~~9/10 Reappointed~~ ~~9/07 Appointed~~	~~2022~~
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-312

File ID:	22-312	**Type:**	Appointment	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Consider the appointment of (2) two of the following applicants as 1st and 2nd Alternate members to the Code Enforcement Board: John Hood, Verna Hughes, Sean Johnson or Michael Simpson.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	John Hood Board Application.pdf, Verna Hughes Board Application.pdf, Sean Johnson Board Application.pdf, Michael Simpson Board Application.pdf, Code Roster.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	marsenault@cocoafl.org	**Effective Date:**	

History of Legislative File

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

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, April 4, 2022 6:29 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	John
Last Name	Hood
Application Date	4/4/2022
Address1	1803 La marche dr
City	Cocoa
State	Florida
Zip	32926
District	District 2
Home Phone Number	321-961-8880
Work Phone Number	321-961-8880
Cell Phone Number	321-961-8880
Other Phone Number	321-961-8883
Place of Business	Retired / Delta Airlines
Title/Position Held	Planning coordinator

Date of Birth*	
E-mail Address	Jhoodcoco@yahoo.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	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning 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.	Air Force service connected disabled veteran (almost 10 years maintenance supervisor),Delta Airlines planning coordinator (almost 10 years), employment training (almost 6 years), goodwill industries & other

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	Physically Disabled
	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	John William hood
Date:	4/4/2022
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.

RECEIVED

APR 19 2022

Human Resources

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: Verna Hughes Application Date: April 13, 2022

Street Address, Including Zip Code: 15 N Indian River Dr #304 Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-626-5000

Place of Business: D/N/A - Retired

Title/Position Held: Sr Underwriter/Program Manager

Date of Birth[2] 02/08/1943

Email Address: Vernabrunner@cs.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 Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	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	_____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[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 ✓
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.

In insurance, personal & comm'l, for 37+ years. Managed large accts, programs, & a unit of underwriters. Responsible for administration, reviews etc. Talked to state agencies & attended conventions, helped sit up & discussed with indep. agents. Self starter or team player

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 (Hocom)

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: SEAN JOHNSON Application Date: 04-01-2022

Street Address, Including Zip Code: 1305 N. FISKE BLVD APT 111 COCOA FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 X District 3 _____ District 4 _____

Telephones: Home: 321-355-2424 Work: _____ Pager: _____ Cell: 815-508-7205

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] [redacted]

Email Address: WIZMANN66@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)
	Sustainability Advisory Committee		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	X
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	

Have you ever been convicted or found guilty, regardless
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.

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 ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
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

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.

I'M INTERESTED IN BOARD WORK BECAUSE THE CITY OF COCOA HAS A LOT OF POTENTIAL TO GROW AND I WOULD LIKE TO BE APART OF THAT DECISION PROCESS. I ALSO A PASTOR OF OUTREACH AT MERCY CHURCH, SO WORKING WITH PEOPLE IS SOMETHING I DO ALREADY

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

X African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, March 8, 2022 6:24 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	Michael
Last Name	Simpson
Application Date	3/8/2022
Address1	12 N Fiske Blvd
City	Cocoa
State	Fl
Zip	32922
District	District 2
Home Phone Number	8134942671
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*	[redacted]
E-mail Address	Mikesimps67@yahoo.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	Redevelopment Agency (Diamond Square)

(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.	I'm interested in serving to help improve our community and surrounding areas. As a tax payer, community advocate and parent in the community, I have a vested interest in seeing the community excel for all involved.

(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	African-American
Gender	Male

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	Michael A. Simpson
Date:	3/8/2022
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.

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 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
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	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
Edward Green (Replaced Michael Klug) Vice Chairperson	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	06/21 Reappointed 08/18 Appointed	2024
Kimberly Curtis	772 Cressa Circle Cocoa, FL 32926 Kimberlycurtis425@gmail.com	321-261-1125 hm	06/21 Reappointed 08/20 Appointed as Regular member *to fulfill Scott Hannon's term*	2024
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/21 Reappointed 07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2024
VACANCY 1st Alternate ~~Jocelyn Scott~~	~~635 School Street~~ ~~Cocoa, FL 32922~~ ~~Jazzone1962@yahoo.com~~	~~321-698-1641~~	~~10/2021 Appointed~~ ~~Moved to 1st Alternate on 3/9/2022 due to D. Thomas resignation~~	No expiration
VACANCY 2nd Alternate	~~313 Stone St.~~ ~~Cocoa, FL 32922~~	~~321-262-6467~~	~~03/23/2021 Appointed~~	No expiration

~~Demetrius Thomas~~ -resigned 3/8/2022	~~dthomas35405@gmail.com~~			
LIAISON	Councilman Dyal	474-4924	Updated 05/22	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-299

File ID:	22-299	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/13/2022
Subject:				**Final Action:**	

Title: Council direction and approval of funding for the replacement of a failing 15-ton cooling unit at the Brevard Museum. Approve a Resolution Amending the FY23 Budget BAF #2022-091-A based on Council direction and approval of all budgetary actions related to this replacement.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-091-A-PW-15 Ton Cooling Unit Museum (5-24-22) Agenda 22-299.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

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

RESOLUTION NO. 2022-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 24th day of May., 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-091-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3560-PW | DATE PREPARED: 05/16/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-0000-389.99-50	PW21BM	Fund Balance Reserves	$ 0	$ 0	$ 30,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 30,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-3560-519.64-00	PW21BM	Machinery & Equipment	$ 99,060	$ 423,423	$ 453,423	$ 99,375
$ 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
$ 30,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving Funds from Accounts # 001-0000-389.99-50 (Fund Balance Reserves) to Account # 001-3560-519.64-00 PW21BM(Machinery & Equipment) for a new 15-ton cooling unit at the Brevard Museum. Agenda 22-299

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/24/22 RESOLUTION #: 2022-048

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

5/9/22	Frank Mirabito (Digitally signed by Frank Mirabito Date: 2022.05.09 13:26:01 -04'00')	5/19/22	Colleen Campbell (Digitally signed by Colleen Campbell Date: 2022.05.19 12:06:41 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith (Digitally signed by Bryant Smith Date: 2022.05.16 08:22:29 -04'00')	5/19/22	Lora Howell (Digitally signed by Lora Howell Date: 2022.05.19 13:35:21 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

e Entered: _____ Entered By: _____ Group #: _____

ved 07/13

Revised eform 9/23/21 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-307

File ID:	22-307	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the FY22 Budget, BAF#22-092-A using the State and Local Fiscal Recovery Funds (SLFRF) to purchase of five (5) Lifepak 15-V4 Cardiac monitors/defibrillators from Stryker, for a total amount of $98,252. Approve a Resolution waiving competitive bidding. Authorize the City Manager to issue the Purchase Order.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	City of Cocoa Fire LP15 V2 Promo Non MET Monitor Quote 5.11.22.pdf, LIFEPAK 15 V1-V2 Service Discontinuance Customer Letter.pdf, LIFEPAK-15_Customer_Letter (002).pdf, 3339536_D_Flyer_Savvik_resuscitation_products_120221.pdf, Sole Source Resolution -Stryker.doc, Stryker SS letter new purchase.pdf, Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-092-A-FD-Cardiac Monitors-Defibrillators (5-24-22) Agenda 22-307.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	jlamm@cocoafl.org	**Effective Date:**	

History of Legislative File

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

stryker

LP15 V4

Quote Number: 10529948

Version: 1

Prepared For: CITY OF COCOA FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Kellie Smith

Email: kellie.smith1@stryker.com

Phone Number:

Quote Date: 05/11/2022

Expiration Date: 06/30/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF COCOA FIRE DEPT	Name:	CITY OF COCOA FIRE DEPT	Name:	CITY OF COCOA FIRE DEPT
Account #:	1328766	Account #:	1328766	Account #:	1328766
Address:	1740 DIXON BLVD	Address:	1740 DIXON BLVD	Address:	1740 DIXON BLVD
	COCOA		COCOA		COCOA
	Florida 32922		Florida 32922		Florida 32922

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	$19,650.50	$19,650.50
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	$0.00	$0.00
				Equipment Total:	$19,650.50

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$19,650.50

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

PENDING APPROVAL

June 2020

LIFEPAK® 15 monitor/defibrillator service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
    - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
    - Stryker will continue to offer contractual service on a yearly basis only.
    - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
    - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

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Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's LIFEPAK® 15 monitor/defibrillator.

Designed with advanced clinical capabilities, ease of use, and durability, some key monitoring functions of the LIFEPAK 15 that are applicable to COVID-19 patients include:

- SpO_2
- Temperature
- Waveform capnography/$EtCO_2$
- Blood pressure
- ECG

SpO_2 monitoring: COVID-19 patients requiring emergency treatment are typically hypoxic. Many are hypoxic without other associated symptoms and therefore monitoring SpO_2 is critical to determine a baseline and if oxygen therapy, proning and other treatments are effective in treating hypoxia.[1]

Temperature monitoring: Temperature monitoring is indicated for use in patients who require continuous monitoring of body temperature.

Waveform capnography/$EtCO_2$ monitoring: Waveform capnography is recommended for all patients needing intubation to confirm correct placement and for ongoing monitoring. The American Heart Association gives waveform capnography monitoring a Class 1 recommendation as the most reliable method of confirming and monitoring correct placement.[2] The European Resuscitation Council Guidelines support the use of waveform capnography for confirming placement and monitoring.[3]

Blood pressure monitoring: Both invasive and non-invasive blood pressure monitoring are available on the LIFEPAK 15 based on the critical needs of the patient.

ECG monitoring: In addition, there is some early indication that COVID-19 patients may be at increased risk for ventricular arrhythmias due to the viral impact on myocardial function. Drugs used to treat COVID-19 can prolong the QT interval, placing them at increased for R on T induced VF.[4]

Please visit strykeremergencycare.com for more information on the LIFEPAK 15.

Sincerely,

Chris Walsh
Director of Marketing

Blaine Krusor, MBA, BSN, CCDS
Sr. Clinical Marketing Manager

[1] https://science.sciencemag.org/content/368/6490/455, https://emcrit.org/pulmcrit/happy-hypoxemia-physiology/, https://www.livescience.com/silent-hypoxia-killing-covid-19-coronavirus-patients.html

[2] Link MS, Berkow LC, Kudenchuk PJ, et al. Part 7: adult advanced cardiovascular life support: 2015 American Heart Association Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation.* 2015;132(suppl 2): S444-S464.

[3] Soar J, Nolan JP, Böttiger BW, et al. European Resuscitation Council Guidelines for Resuscitation 2015. Section 3. Adult advanced life support. *Resuscitation.* 2015;95:100-147.

[4] Simpson TF, Kovacs RJ, Stecker EC, et al. Ventricular arrhythmia risk due to hydroxychloroquine-azithromycin treatment for COVID-19. Am. College of Cardiology- *Cardiology Magazine*. Article summary. March 29, 2020.

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Contract announcement

Savvik Buying Group

Styker is pleased to announce a newly awarded competitive bid for resuscitation devices including: automated external defibrillators (AEDs), cardiac monitors/defibrillators, automated CPR devices, video laryngoscopes, accessories and technical service. This bid was awarded through Eagle County Paramedic Services and the Public Service Safety Association and will be managed and marketed in conjunction with the Savvik Buying Group.

Contract Details

RFP number: 2021-06
Term: Contract pricing is effective immediately and expires November 8, 2024
Contract Includes: LIFEPAK® 15 monitor/defibrillator, LUCAS® 3 chest compression system, McGRATH™ MAC EMS Video Laryngoscope, LIFEPAK and HeartSine® AEDs, technical service, and all supporting accessories and disposables

Product Offerings

- LIFEPAK 15 offers sophisticated clinical technologies with a rich array of features – like the most powerful escalating energy available (up to 360J biphasic), advanced monitoring parameters and a completely upgradeable platform.
- By providing guidelines-consistent, high-quality compressions, LUCAS allows your teams to narrow their focus so they can work together more effectively.
- McGRATH MAC EMS combines direct and video laryngoscopy into a single device designed to improve your view across the entire spectrum of intubation difficulty.
- LIFEPAK AEDs combine full-energy dosing ranges (up to 360J biphasic) and exceptional ease of use to set the standard in emergency care for professionals and public access customers.
- Designed specifically for the lay responder, HeartSine samaritan AEDs offer industry-leading value and environmental protection, all in an easy-to-operate system in the smallest and lightest package available.

Take Action

- This public bid through Eagle County Paramedic Services and the Public Safety Association was awarded following some of the toughest bid laws in the nation. Therefore, no further bidding is necessary.
- Any PSAI or Savvik member may link to this award, public or private agencies included.
- Joining Savvik Buying Group is easy and free. There are no contract fees to Savvik members.
- Bid awardees have pricing flexibility on local contracts and bulk purchases.
- Bid documents are available on the Savvik website under the Stryker's web page.










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Savvik Contact

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SAVVIK BUYING GROUP

EAGLE COUNTY PARAMEDIC SERVICES

Public Safety Association Inc
WORKING FOR YOU

GDR 3339536_D
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RESOLUTION NO. 2022-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of May, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-049

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of 5 Lifepak 15-V4 Monitor/Defibrillators from Stryker Medical at PO Box 93308 Chicago, IL 60673-3308.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

May 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

RESOLUTION NO. 2022-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 24th day of May, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 22-092-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2201 | DATE PREPARED: 05/19/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 98,253)	130-1600-513.39-00	AR22HM	Contingency Account	$ 0	$ 138,754	$ 40,501	$ 138,754
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 98,253)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 98,253	130-2201-522.64-00	AR22HM	Machinery & Equipment	$ 0	$ 0	$ 98,253	$ 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
$ 98,253	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Purchase of five (5) new Stryker LifePak 15 v.4 cardiac monitor/defibrillators to replace the current LifePak 15 v.2 used by our Paramedics for emergency cardiac care. The LifePak 15 v.2 has become obsolete and internal components are no longer available for maintenance of the equipment. This BAF is providing budget through the use of SLFRF Funds. Agenda 22-307

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/24/22 *RESOLUTION #:* 2022-050

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

5/19/22	Samuel Byrd Digitally signed by Samuel Byrd Date: 2022.05.19 13:07:31 -04'00'	5/20/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.05.20 07:55:56 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/19/22	Jonathan Lamm Digitally signed by Jonathan Lamm Date: 2022.05.19 13:15:32 -04'00'	5/20/22	Lora Howell Digitally signed by Lora Howell Date: 2022.05.20 08:32:56 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Revised 07/13

Revised eform 9/18/20 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-275

File ID:	22-275	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/02/2022
Subject:	April, 2022 Monthly Purchasing Approval Information			**Final Action:**	

Title: Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 4/30/2022.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PO Monthly Report to City Council 10.01.21 thru 4.30.22.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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



Purchase Order Approvals 10-01-21 thru 4-30-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 27

City Manager = 19

City of Cocoa CRA Board = 0

City Council = 8

Purchase Order Approvals 10-01-21 thru 4-30-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten
78887	11/12/2021	BlueAlly Technology Solutions	$ 42,843.12	11/10/2021	Stockton Whitten
78888	11/12/2021	DRMP, Inc	$ 38,460.00	11/10/2021	Stockton Whitten
79073	12/17/2021	Allied Universal Security Service	$ 39,839.20	12/16/2021	Stockton Whitten
79201	1/25/2022	Miracle Recreation Equipment	$ 37,896.02	1/25/2022	Stockton Whitten
79202	1/25/2022	Core & Main	$ 35,943.70	1/25/2022	Stockton Whitten
79240	2/8/2022	Goodson Paving Inc	$ 49,153.65	2/8/2022	Stockton Whitten
79303	2/25/2022	Community Services Council	$ 45,000.00	2/24/2022	Stockton Whitten
79305	2/25/2022	Ferguson Enterprises	$ 42,596.10	2/24/2022	Stockton Whitten
79434	3/31/2022	Alta Construction Equipment	$ 42,366.00	3/31/2022	Stockton Whitten
79435	3/31/2022	DMD Consultants, Inc	$ 49,980.00	3/31/2022	Stockton Whitten
79436	3/31/2022	Stantec Consulting Services	$ 42,045.34	3/31/2022	Stockton Whitten

19 Purchase Order Approved by City Manager

Prepared by Purchasing 5/2/2022

Purchase Order Approvals 10-01-21 thru 4-30-22
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-21 thru 4-30-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council
79026	12/10/2021	Allied Universal Security Service	$ 49,794.40	9/23/2020	City Council
79066	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 45,228.00	11/9/2021	City Council
79068	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 49,130.00	11/9/2021	City Council
79071	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 36,544.00	11/9/2021	City Council
79153	1/13/2022	Alan Jay Chevrolet Buick GMC	$ 44,176.00	11/9/2021	City Council
79200	1/25/2022	Underwater Solutions Inc	$ 45,150.00	1/11/2022	City Council
79304	2/25/2022	Family Promise of Brevard	$ 40,090.40	7/13/2021	City Council

8 Purchase Order Approved by City Council

Prepared by Purchasing 5/2/2022

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-276

File ID:	22-276	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/02/2022
Subject:				**Final Action:**	

Title: Informational Item Only

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	April 2022 Calls For Service By Incident Type Report.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sbyrd@cocoafl.org	**Effective Date:**	

History of Legislative File

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

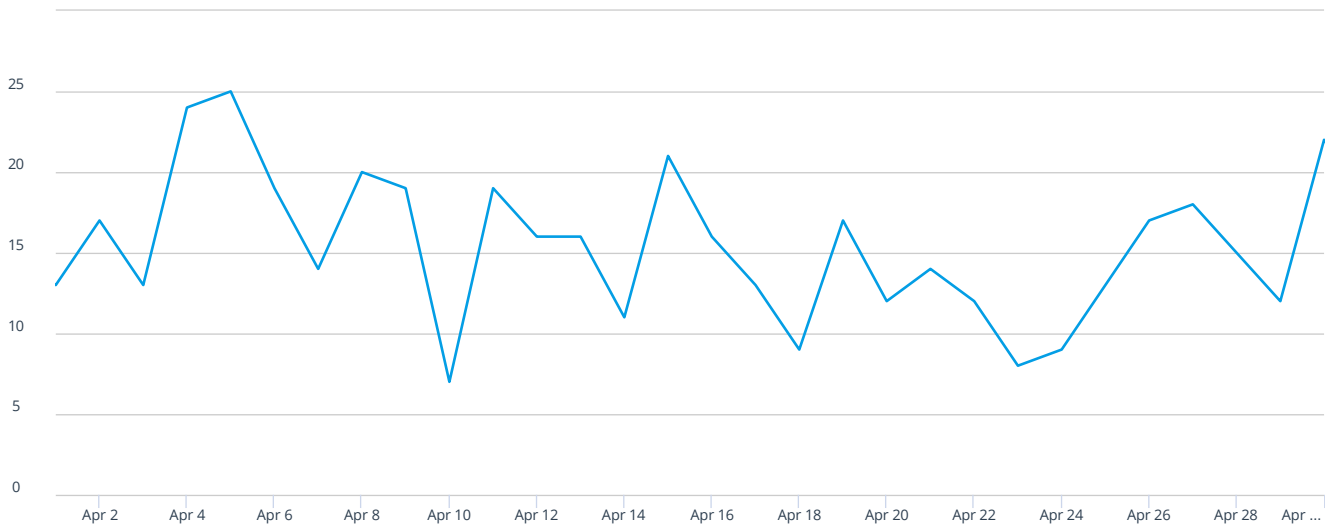
Custom Apr 1, 2022 - Apr 30, 2022

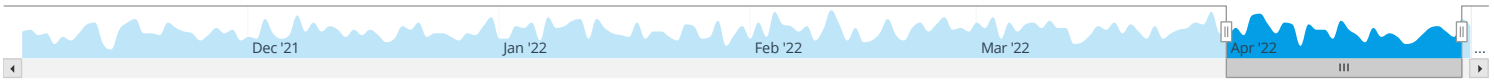
34%
FIRE
Percentage of Total Incidents

66%
EMS
Percentage of Total Incidents

461
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	4/3/22	4/10/22	4/17/22	4/24/22	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	6/5/22	6/12/22	6/19/22	6/26/22	Total
(11) Structure Fire			1		1									2
(13) Mobile property (vehicle) fire		2		3										5
(14) Natural vegetation fire		1												1
(15) Outside rubbish fire		1		1										2
(16) Special outside fire					1									1
(30) Rescue, emergency medical call (EMS), other		1	1	4										6
(31) Medical assist		4			1									5
(32) Emergency medical service (EMS) incident	28	83	75	48	57									291
(37) Electrical rescue		1												1
(40) Flammable gas or liquid condition, other					1									1
(41) Combustible/f.. spills & leaks			1											1
(44) Electrical wiring/equipm. problem	1	1	1											3
(50) Service call, other					1									1
(51) Person in distress		1	1											2
(53) Smoke, odor problem			1		1									2

486

Week Ending	4/3/22	4/10/22	4/17/22	4/24/22	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	6/5/22	6/12/22	6/19/22	6/26/22	Total
(55) Public service assistance	7	8	10	5	7									37
(56) Unauthorized burning		1												1
(60) Good intent call, other		3	1	3										7
(61) Dispatched and canceled en route	3	14	13	10	19									59
(62) Wrong location, no emergency found	2	1	1	1	2									7
(65) Steam, other gas mistaken for smoke	2	1												3
(66) EMS call where party has been transported			1											1
(70) False alarm and false call, other		3	3	3	2									11
(71) Malicious, mischievous false alarm				1										1
(73) System or detector malfunction					1									1
(74) Unintentional system/detect... operation (no fire)		1	2	2	2									7
NULL		1			1									2
Total	43	128	112	81	97									461

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-309

File ID:	22-309	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: FY 2022 Budget Adjustment Report

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pd 7. - April - FY 2022 EXPENSE Budget Tracking Worksheet 04-2022.pdf, Pd 7. - April - FY 2022 REVENUE Budget Tracking Worksheet 04-2022.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

FY 2022 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/12/22	001-1000-511.23-07	(700)	CORRECT NEG BAL TO YE RESO # 22-031		2559
	001-1000-511.23-00	700			
1 Budget Amendments/Transfers			Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
04/12/22	001-1100-512.11-00	(198,470)	CORRECT PR TO DROP RESO # 22-031		2559
	001-1100-512.13-00	198,470			
1 Budget Amendments/Transfers			Division 1100 Total	$0	
1190 - LEISURE SERVICES					
04/12/22	001-1190-574.12-00	(1,865)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	001-1190-574.12-12	1,865			
1 Budget Amendments/Transfers			Division 1190 Total	$0	
1203 - INFORMATION TECHNOLOGY					
04/12/22	001-1203-516.22-00	(8,000)	RETIREMENT REDISTRIBUTION RESO # 22-031		2559
	001-1203-516.22-03	8,000			
04/13/22	001-1203-516.56-15	(200)	FUND EMRG & VERIZON BILL MARCH CLEANUP		2560
	001-1203-516.41-00	200			
2 Budget Amendments/Transfers			Division 1203 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
04/12/22	001-1500-513.12-00	(16,481)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	001-1500-513.12-12	16,481			
	001-1500-513.51-00	(29)	FUND FLASHLIGHT & BATTERY RESO # 22-031		2559
	001-1500-513.52-00	29			
2 Budget Amendments/Transfers			Division 1500 Total	$0	
1505 - PURCHASING					
04/13/22	001-1505-513.54-00	(750)	FUND REPL CHAIRS & SUPPLY MARCH CLEANUP		2560
	001-1505-513.52-00	(547)			
	001-1505-513.47-00	(253)			
	001-1505-513.51-00	1,550			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
04/12/22	001-1510-536.52-00	(92)	FUND FLASHLIGHT & BATTERY RESO # 22-031		2559
	001-1510-536.54-00	92			
1	Budget Amendments/Transfers		Division 1510 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
04/12/22	001-2100-521.52-00	(605)	TO MATCH GRANT AWARD RESO # 2022-031		2556
	001-2100-521.52-23	1,210	TO MATCH GRANT AWARD BPV RESO # 2022-031		2556
04/13/22	001-2100-521.55-00	175	CORRECT CONF TRX MARCH CLEANUP		2560
	001-2100-521.40-00	255			
	001-2100-521.34-00	(4,687)	FUND EVIDENCE STORAGE MARCH CLEANUP		2560
	001-2100-521.44-00	4,687			
04/26/22	001-2100-521.52-00	1,424	ACCEPT K9 VEST DONATION RESO # 2022-033		2705
5	Budget Amendments/Transfers		Division 2100 Total	$2,459	
2101 - POLICE COMMUNICATIONS					
04/12/22	001-2101-521.13-00	(5,566)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	001-2101-521.12-12	5,566			
04/13/22	001-2101-521.40-00	(255)	CORRECT CONF TRX MARCH CLEANUP		2560
	001-2101-521.55-00	(175)			
2	Budget Amendments/Transfers		Division 2101 Total	($430)	
2132 - CODE ENFORCEMENT					
04/12/22	001-2132-524.12-00	(1,657)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	001-2132-524.12-12	1,657			
1	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
04/12/22	001-2200-522.23-04	(1,612)	FUNDING FOR GROUP LIFE RESO # 22-031		2559
	001-2200-522.23-00	1,612			
04/13/22	001-2200-522.47-00	(6)	BUSINESS CARD ACCT TRX MARCH CLEANUP		2560
04/25/22	001-2200-522.64-00	6,615	CORRECT DIVISION ERROR		2661
3	Budget Amendments/Transfers		Division 2200 Total	$6,609	
2201 - FIRE OPERATIONS					
04/12/22	001-2201-522.13-00	(39,907)	FUNDING ACCRUAL PAYOUT RESO # 22-031		2559
	001-2201-522.12-12	39,907			
04/13/22	001-2201-522.47-00	6	BUSINESS CARD ACCT TRX MARCH CLEANUP		2560
	001-2201-522.52-00	(6,615)	MOBILE RADIO INSP VEH MARCH CLEANUP		2560
	001-2201-522.64-00	6,615			
04/25/22	001-2201-522.64-00	(6,615)	CORRECT DIVISION ERROR		2661

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 2201 Total	($6,609)	
3200 - ADMINISTRATION					
04/12/22	001-3200-515.11-00	(1)	FUND UNBUDGETED OT RESO # 22-031		2559
	001-3200-515.14-00	1			
	001-3200-515.11-00	(2,396)	FUNDING ACCRUAL PAYOUT RESO # 22-031		2559
	001-3200-515.12-12	2,396			
2	Budget Amendments/Transfers		Division 3200 Total	$0	
3510 - STREET MANAGEMENT					
04/12/22	001-3510-541.12-00	(120)	NEW HIRE SHOE ALLOWANCE RESO # 22-031		2559
	001-3510-541.20-00	120			
04/13/22	001-3510-541.63-00	7,445	ANNUAL STREET PAVING MARCH CLEANUP		2560
	001-3510-541.63-00	(7,445)	INCORRECT LINE DESCR MARCH CLEANUP		2560
3	Budget Amendments/Transfers		Division 3510 Total	$0	
3520 - PARKS & BEAUTIFICATION					
04/12/22	001-3520-572.63-16	(89,550)	CRA PAID BT RAMP PHII RESO # 2022-031		2556
	001-3520-572.31-13	(10,284)	FIND PHI BT RAMP CAPITAL RESO # 22-031		2559
	001-3520-572.63-13	10,284			
	001-3520-572.31-14	(18,490)	FIND PHI DREDGING CAPITAL RESO # 22-031		2559
	001-3520-572.63-14	18,490			
04/13/22	001-3520-572.46-00	(7,500)	ADDTL OPERATING NEEDS MARCH CLEANUP		2560
	001-3520-572.52-00	7,500			
4	Budget Amendments/Transfers		Division 3520 Total	($89,550)	
3540 - PUBLIC WORKS- FLEET MAINT					
04/12/22	001-3540-519.12-00	(84,344)	ACT CHANGE FOR DROP RESO # 22-031		2559
	001-3540-519.13-00	84,344			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
04/12/22	001-3560-519.64-00	90,100	FUND 3 NEW HVAC UNITS-CC RESO # 2022-028		2555
1	Budget Amendments/Transfers		Division 3560 Total	$90,100	
3580 - CAPITAL PROJECTS MNGMT					
04/12/22	001-3580-519.12-00	(2,230)	FUND ACCRUAL PO & OT RESO # 22-031		2559
	001-3580-519.14-00	23			
	001-3580-519.12-12	2,207			
1	Budget Amendments/Transfers		Division 3580 Total	$0	
36	Total Budget Amendments/Transfers		**GENERAL FUND**	**$2,579**	
3240 - HOUSING GRANTS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/12/22	103-3240-554.83-13	(6,000)	RED FUNDS DUE TO FY21 EXP RESO # 2022-031		2556
	103-3240-554.83-12	(3,086)			
	103-3240-554.49-00	(1,253)			
04/26/22	103-3240-554.83-13	3,000	REHAB @ 1219 DUKE WAY RESO # 2022-036		2706
2 Budget Amendments/Transfers			Division 3240 Total	($7,339)	
2 Total Budget Amendments/Transfers			**CDBG**	**($7,339)**	
3240 - HOUSING GRANTS					
04/12/22	104-3240-554.12-00	(1)	FUND UNBUDGETED OT RESO # 22-031		2559
	104-3240-554.14-00	1			
04/25/22	104-3240-554.83-00	(178,802)	CORRECT CHDO ACCT NBR		2660
	104-3240-554.83-22	178,802			
2 Budget Amendments/Transfers			Division 3240 Total	$0	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$0**	
3240 - HOUSING GRANTS					
04/12/22	105-3240-554.12-00	(1)	FUND UNBUDGETED OT RESO # 22-031		2559
	105-3240-554.14-00	1			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	
3200 - ADMINISTRATION					
04/12/22	107-3200-515.12-00	(3)	FUND UNBUDGETED OT RESO # 22-031		2559
	107-3200-515.14-00	3			
04/26/22	107-3200-515.56-15	12,461	FUND 3 TOUGHBOOKS RESO #2022-038		2708
	107-3200-515.64-00	30,459	FUND F150 FOR BUILDING IN RESO #2022-038		2708
3 Budget Amendments/Transfers			Division 3200 Total	$42,920	
3 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$42,920**	
3230 - CRA ADMIN/OPERATIONS					
04/25/22	110-3230-559.63-00	(8,650)	FIGURING ACCT CORRECTION		2667
	110-3230-559.64-00	8,650			
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
04/18/22	111-3230-559.39-00	(196)	FUND FL REDEV CONF COST RESO #22-212		2579
	111-3230-559.40-00	196			
	111-3230-559.39-00	(900)	FUND LEGAL EXP - DSCRA RESO # 22-199		2580
	111-3230-559.31-01	900			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 3230 Total	$0	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
04/12/22	112-3230-581.91-01	5	IFT OUT OF FUND 112 RESO # 2022-031		2556
1	Budget Amendments/Transfers		Division 3230 Total	$5	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$5**	
3570 - STORMWATER UTILITY					
04/25/22	303-3570-538.63-08	1,500,000	FEMA FUNDS TO CORR ACCT		2666
1	Budget Amendments/Transfers		Division 3570 Total	$1,500,000	
3580 - CAPITAL PROJECTS MNGMT					
04/25/22	303-3580-519.63-00	(1,500,000)	FEMA FUNDS TO CORR ACCT		2666
1	Budget Amendments/Transfers		Division 3580 Total	($1,500,000)	
	2 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$0**	
1506 - INVENTORY					
04/12/22	421-1506-536.12-00	(292)	FUND UNBUDGETED OT RESO # 22-031		2559
	421-1506-536.14-00	292			
04/13/22	421-1506-536.46-00	(1,000)	FUND REPL OFFICE CHAIRS MARCH CLEANUP		2560
	421-1506-536.44-00	(450)			
	421-1506-536.51-00	1,450			
2	Budget Amendments/Transfers		Division 1506 Total	$0	
1515 - UTILITY SUPPORT SERVICES					
04/12/22	421-1515-536.22-00	(4,610)	FUND ICMA 401A DIST UPDAT RESO # 22-031		2559
	421-1515-536.22-03	4,610			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
04/12/22	421-4010-536.39-00	(20,250)	ADMIN FEE & DEBT SERV CST RESO # 22-031		2559
	421-4010-536.49-00	18,000	FUND BOND ADMIN FEES RESO # 22-031		2559
	421-4010-536.73-00	2,250	FUND DEBT SERVICE COSTS` RESO # 22-031		2559
	421-4010-536.12-00	(14,463)	TO FUND ACCRUAL PAYOUT RESO # 22-031		2559
	421-4010-536.12-12	14,463			
04/26/22	421-4010-536.39-00	(603,057)	DRAINAGE CULVERT REPLACE RESO # 2022-040		2709
	421-4010-581.91-24	6,566	TRX TO CIPP REHAB IN 424 RESO # 2022-037		2707
6	Budget Amendments/Transfers		Division 4010 Total	($596,491)	
4020 - DYAL PLANT					
04/12/22	421-4020-536.22-00	(3,608)	FUND ICMA 401A DIST UPDAT RESO # 22-031		2559
	421-4020-536.22-03	3,608			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/12/22	421-4020-536.46-00	(530)	PART FOR TRUCK APP 22-132 RESO # 22-031		2559
	421-4020-536.64-00	530			
	421-4020-536.52-00	75,000	SCADA UPGRADES & PAINTING RESO # 2022-034		2554
	421-4020-536.12-00	(15,413)	TO FUND ACCRUAL PAYOUT RESO # 22-031		2559
	421-4020-536.12-12	15,413			
	421-4020-536.52-09	(75,000)	TO FUND SCADA & PAINTING RESO # 2022-034		2554
04/26/22	421-4020-536.63-00	603,057	DRAINAGE CULVERT REPLACE RESO # 2022-040		2709
6	Budget Amendments/Transfers		Division 4020 Total	$603,057	
4120 - WATER RECLAMATION					
04/12/22	421-4120-536.12-00	(6,215)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	421-4120-536.12-12	6,215			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
04/12/22	421-4125-536.12-00	(300)	FUND UNBUDGETED CELL PHON RESO # 22-031		2559
	421-4125-536.15-00	300			
04/26/22	421-4125-536.46-00	(6,566)	FUND CIPP REHAB IN 424 RESO # 2022-037		2707
2	Budget Amendments/Transfers		Division 4125 Total	($6,566)	
18	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$0**	
3570 - STORMWATER UTILITY					
04/12/22	423-3570-538.12-00	(609)	FUND ACCRUAL PAYOUT RESO # 22-031		2559
	423-3570-538.12-12	609			
04/26/22	423-3570-538.63-00	(32,068)	ENG CONSULT FISKE/BROADMO RESO # 2022-041		2710
	423-3570-538.31-00	32,068			
2	Budget Amendments/Transfers		Division 3570 Total	$0	
2	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	
4055 - ENGINEERING					
04/12/22	424-4055-536.63-06	(1,090,000)	REVERSE BAF# 22-002 RESO # 2022-031		2556
	424-4055-536.63-00	(179,660)	TO CORRECT PROJECT # RESO # 2022-031		2556
	424-4055-536.63-06	179,660			
04/25/22	424-4055-536.63-00	(860,879)	FEMA FUNDS TO CORR ACCT		2666
	424-4055-536.63-08	860,879			
3	Budget Amendments/Transfers		Division 4055 Total	($1,090,000)	
4125 - SEWER FIELD OPERATIONS					
04/26/22	424-4125-536.63-00	6,566	FUND CIPP REHAB RESO # 2022-037		2707
	424-4125-536.63-00	(55,861)	TRX MANHOLE SAVINGS RESO # 2022-037		2707
	424-4125-536.63-00	55,861	TRX MH SAVING TO CIPP REH RESO # 2022-037		2707

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 4125 Total	$6,566	
6	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**($1,083,434)**	

76 Transfers & Amendments between 4/1/2022 and 4/30/2022

FY 2021 TOTAL TRANSFERS & AMENDMENTS	**(1,045,269)**

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: P:_Personal Reports\Fin Admin\Budget\FY 2022 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

FY 2022 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/12/22	001-0000-389.99-50	118,509	BREV CO NON-PAYMENT RESO # 2022-031		2556
	001-0000-389.99-50	(89,550)	CRA PAID BT RAMP PHII RESO # 2022-031		2556
	001-0000-333.90-00	(26,000)	DCR IN LIEU OF TAX PYMT RESO # 2022-031		2556
	001-0000-343.90-03	(118,509)	DEC FDOT TRAF SIG REV RESO # 2022-031		2556
	001-0000-389.99-50	(5)	DECREASE FUND BALANCE RESO # 2022-031		2556
	001-0000-389.99-50	90,100	FUND 3 NEW HVAC UNITS-CC RESO # 2022-028		2555
	001-0000-389.99-50	26,000	INC RELIANCE ON FUND BAL RESO # 2022-031		2556
	001-0000-381.91-12	5	INTERFUND TRANSFER TO 001 RESO # 2022-031		2556
	001-0000-331.20-23	605	TO MATCH GRANT AWARD RESO # 2022-031		2556
04/26/22	001-0000-366.10-10	1,424	ACCEPT K9 VEST DONATION RESO # 2022-033		2705
10	Budget Amendments/Transfers			Division 0000 Total $2,579	
	10 Total Budget Amendments/Transfers		**GENERAL FUND**	**$2,579**	
04/12/22	103-0000-389.99-10	(7,432)	RED CF REVENUE - FY21 EXP RESO # 2022-031		2556
	103-0000-389.99-50	(2,907)			
04/26/22	103-0000-369.90-00	1,136	FUND REHAB @ 1219 DUKE WY RESO # 2022-036		2706
	103-0000-389.99-50	1,864			
2	Budget Amendments/Transfers			Division 0000 Total ($7,339)	
	2 Total Budget Amendments/Transfers		**CDBG**	**($7,339)**	
04/26/22	107-0000-389.99-50	42,920	FUND TOUGHBOOK & F150 RESO #2022-038		2708
1	Budget Amendments/Transfers			Division 0000 Total $42,920	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$42,920**	
04/12/22	112-0000-361.10-00	5	TRX REV TO GF RESO # 2022-031		2556
1	Budget Amendments/Transfers			Division 0000 Total $5	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$5**	
04/12/22	424-0000-331.35-01	(1,090,000)	REVERSE BAF# 22-002 RESO # 2022-031		2556
	424-0000-389.99-50	(179,660)	TO CORRECT PROJECT # RESO # 2022-031		2556
	424-0000-389.99-50	179,660			
04/26/22	424-0000-381.91-21	6,566	CIPP REHABILITATION RESO # 2022-037		2707
3	Budget Amendments/Transfers			Division 0000 Total ($1,083,434)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**($1,083,434)**	

17 Transfers & Amendments between 4/1/2022 and 4/30/2022

FY 2021 TOTAL TRANSFERS & AMENDMENTS	**(1,045,269)**

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: P:_Personal Reports\Fin Admin\Budget\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database
User ID: cocoktk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-310

File ID:	22-310	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

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

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Change Order Authorizations 04-30-22.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 4/30/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS22DC	Drainage Culvert										
Op. Rev.		603,057.00									
Project Manager:		100,509.50	contingency and other costs authorized								
account #	421-4020-536.63-00	502,547.50	exp authorized before contingency				Cumulative		FY22 cum		
	Atlantic Development of Cocoa			FY2022	44609	502,547.50	$ 502,547.50		$ 502,547.50		
	PO# 79573										
		100,509.50									
PW00CC	HVAC Civic Center										
Op. Rev.		110,895.00									
Project Manager:		30,800.00	contingency and other costs authorized								
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum		
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 80,095.00		$ 80,095.00		
	PO# 79572										
		30,800									
N/A	1219 Duke Way Rehabilitation										
Op. Rev.		57,777.00		2022-035							
Project Manager:		3,000.00	contingency and other costs authorized								
account #	105-3240-554.83-00	54,777.00	exp authorized before contingency				Cumulative		FY22 cum		
	103-3240-554.83-13										
	ALGAT Enterprises, Inc			FY2022			$ 54,777.00		$ 54,777.00		
	PO#?										
		3,000									
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement										
Op. Rev.		289,131.70	3/22/2022	2022-025							
Project Manager:		26,284.70	contingency and other costs authorized								
account #	303-3570-538.63-01	262,847.00	exp authorized before contingency				Cumulative		FY22 cum		
	424-4055-536.63-01										
	Tiera Inc.			FY2022	?		$ 262,847.00		$ 262,847.00		
	PO# ?										
		26,285									
GR2102	Lift Station #1 Replacement										
Op. Rev.		718,638.00	12/14/2021	2021-124							
Project Manager:		65,331.00	contingency and other costs authorized								
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum		
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00		
	PO # 079254										
		65,331									
N/A	Chemical Building Roof Replacement										
Op. Rev.		270,096.96	12/14/2021	2021-118							
Project Manager:		24,554.00	contingency and other costs authorized								
account #	421-4020-536.46-02	245,542.96	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Tech Systems, Inc			FY2022	44070	245,542.96	$ 245,542.96		$ 245,542.96	$ 245,542.96	
	PO# 079141										
		24,554									
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager:	City of Melbourne	1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,368,313.24	$ 10,969,154.00	$ 399,159.24	$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		611,723		CO #2	WIRE	86,033.00					
PW08SP	Paving										
Op. Rev.		310,427.08	10/26/2021	2021-104							
Project Manager:		7,443.40	contingency and other costs authorized								
account #	001-3510-541.63-00	292,556.60	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
		17,870.48	exp increased with contingency Agenda 22-135								
	VA Paving			FY2022	43800	292,556.60	$ 292,556.60		$ 292,556.60		
	PO# 78906			CO #1	44237	17,870.48	$ 17,870.48		$ 17,870.48		
		-									
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,207,834.31		$ 3,207,834.31	$ 1,733,803.40	
	PO# 78969			Rockledge CO #1	44069	15,335.21					
		284,692	**Cocoa**								
		20,756	**Rockledge**								
WS21OU	Ozone										
Op. Rev.		1,187,064.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
				FY2021	43248	1,079,074.00	$ 1,079,074.00		$ 1,079,074.00	$ 1,163,538.80	
	Vortex Services			CO #1	43248	(10.00)					
	PO#78445			CO #2	44000	99,587.30					
		8,413									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager: Tony Jones		27,373.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency								
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62	$ 65,281.00	
				FY2021	43104	480,195.29	$ 480,195.29		$ 480,195.29	$ 277,797.89	$ 80,721.58
	JRS Enterprises East Coast	11,770	421-4010-536.63-00								
	PO #78317 and 78325	13,960	001-3540-519.63-00								
		1,643	423-3570-538.63-00								
		27,373									
WS21WS											
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency								
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 91,475.00	$ 106,475.00
	PO#78016			CO#1	43114	53,950.00					
		-									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency								
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 79,596.96	
	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				Cumulative	FY21 cum	FY22 cum		
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency								
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,407,684.00	$ 2,378,456.00	$ 29,228.00	$ 1,366,223.73	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00					
				FY2022 CO # 3		124,901.00					
				FY2022 CO # 4		13,875.00					
				FY2022 CO # 5		17,550.00					
				FY2022 CO # 6	44125	10,091.00					
		42,200									
WS1222	BNR Process Improvements										
Op. Rev.		1,658,802.00	2/22/2022	2022-018							
Project Manager:		150,801.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency								
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,508,001.00		$ 1,508,001.00		
	PO# 079480										
		150,801									
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	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-->								

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 22-311

File ID:	22-311	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/16/2022
Subject:				**Final Action:**	

Title: In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Classification Report April 2022.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

FY 2022 Budget by Classification Report - Summary Listing

4/30/2022

Target for April 2022 is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 8,977,024	$ 2,224,413	80%
OTHER PERMITS AND FEES	$ 4,659,809		$ 3,673,115	$ 986,694	79%
INTERGOVERNMENTAL	$ 3,180,811		$ 1,203,681	$ 1,977,130	38%
CHARGES FOR SERVICES	$ 13,496,236		$ 8,025,919	$ 5,470,317	59%
FINES AND FORFEITURES	$ 14,000		$ 16,589	$ (2,589)	118%
MISCELLANEOUS	$ 667,682		$ 492,982	$ 174,700	74%
OTHER SOURCES (NON-REVENUE)	$ 19,081,674		$ 6,892,086	$ 12,189,588	36%
REVENUE TOTALS	**$ 52,301,649**		**$ 29,281,396**	**$ 23,020,253**	**56%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,423,580	$ 2,042	$ 12,921,653	$ 13,499,885	49%
OPERATING EXPENDITURES	$ 15,855,952	$ 2,673,552	$ 5,889,614	$ 7,292,786	54%
CAPITAL OUTLAY	$ 7,095,533	$ 2,398,365	$ 1,482,231	$ 3,214,937	55%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 2,126,044	$ 800,540	73%
EXPENSE TOTALS	**$ 52,301,649**	**$ 5,073,959**	**$ 22,419,542**	**$ 24,808,148**	**53%**
REVENUE TOTALS	**$ 52,301,649**	**$ -**	**$ 29,281,396**	**$ 23,020,253**	**56%**
EXPENSE TOTALS	**$ 52,301,649**	**$ 5,073,959**	**$ 22,419,542**	**$ 24,808,148**	**53%**
	$ -	**$ (5,073,959)**	**$ 6,861,854**	**$ (1,787,895)**	

*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	115,429	272,811.73	236	7,303,068	7,065,209.35	97	7,649,355	584,145.65
20 00	DELINQUENT TAXES	0	21.51		0	1,511.94-		15,000	16,511.94
25 00	PENALTIES RE: TAXES	0	1,883.47		0	5,468.34		5,000	468.34-
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	115,429	274,716.71	238	7,303,068	7,069,165.75	97	7,869,355	800,189.25
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	50,000	70,091.80	140	350,000	323,153.50	92	600,000	276,846.50
312 **	SALES USE AND FUEL TAXES	50,000	70,091.80	140	350,000	323,153.50	92	600,000	276,846.50
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	142,529.43	114	875,000	851,721.27	97	1,500,000	648,278.73
30 00	WATER-COCOA	30,423	36,892.15	121	212,961	250,080.43	117	365,082	115,001.57
40 00	GAS	4,166	5,426.66	130	29,162	31,790.96	109	50,000	18,209.04
80 00	PROPANE	1,666	3,275.17	197	11,662	15,295.26	131	20,000	4,704.74
314 **	UTILITY SERVICE TAX	161,255	188,123.41	117	1,128,785	1,148,887.92	102	1,935,082	786,194.08
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	54,166	54,862.69	101	379,162	394,416.94	104	650,000	255,583.06
315 **	COMMUNICATION SERVICE TAX	54,166	54,862.69	101	379,162	394,416.94	104	650,000	255,583.06
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	942	1,745.44	185	142,290	41,399.41	29	147,000	105,600.59
316 **	LOCAL BUSINESS TAX	942	1,745.44	185	142,290	41,399.41	29	147,000	105,600.59
310 ***	TAXES	381,792	589,540.05		9,303,305	8,977,023.52		11,201,437	2,224,413.48
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	0	.00		0	150.00		0	150.00-
10 00	TRAINING SURCHARGE	0	479.02		0	1,757.27		0	1,757.27-
322 **	BUILDING PERMITS	0	479.02		0	1,907.27		0	1,907.27-
323	FRANCHISE FEES								
10 00	ELECTRICITY	100,000	122,880.63	123	700,000	572,023.36	82	1,200,000	627,976.64
40 00	GAS	6,250	8,739.18	140	43,750	50,469.62	115	75,000	24,530.38
70 00	SOLID WASTE	23,116	23,452.05	102	161,812	164,035.91	101	277,402	113,366.09
323 **	FRANCHISE FEES	129,366	155,071.86	120	905,562	786,528.89	87	1,552,402	765,873.11
325	SPECIAL ASSESSMENT								

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
22 01	FIRE ASSESSMENT	0	155,721.88		2,901,407	2,850,792.55	98	2,901,407	50,614.45
22 02	F ASSMNT DELINQ TAXES	0	561.48		0	1,987.63		2,000	12.37
22 03	F ASSMNT PENALTIES	0	583.97		0	1,767.60		2,000	232.40
22 04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	0	156,867.33		2,901,407	2,854,547.78	98	3,055,407	200,859.22
325 **	SPECIAL ASSESSMENT	0	156,867.33		2,901,407	2,854,547.78	98	3,055,407	200,859.22
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	3,500	1,692.00	48	24,500	23,380.64	95	42,000	18,619.36
35 00	FIRE INSPECTIONS	833	930.00	112	5,831	6,750.00	116	10,000	3,250.00
329 **	OTHER PERMITS & FEES	4,333	2,622.00	61	30,331	30,130.64	99	52,000	21,869.36
320 ***	OTHER PERMITS & FEES	133,699	315,040.21		3,837,300	3,673,114.58		4,659,809	986,694.42
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	4,340.00		93,000	97,340.00	105	186,000	88,660.00
20 15	VOCA-2021-COCOA PD	9,602	8,270.31	86	70,901	47,394.04	67	118,921	71,526.96
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	1,135	.00		4,540	585.50-	13	10,219	10,804.50
20 22	JAG 21-GG-01363	1,545	.00		6,180	.00		13,902	13,902.00
20 23	BULLET PROOF VEST 2021	1,256	.00		7,031	.00		13,310	13,310.00
20 *	PUBLIC SAFETY	13,538	12,610.31	93	181,652	127,531.54	70	342,352	214,820.46
39 12	USDA/FOREST SVC 26866	0	.00		0	2,050.00-		0	2,050.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		0	2,050.00-		0	2,050.00
70 02	AFRICAN AM CIVIL RIGHTS	2,500	.00		17,500	.00		30,000	30,000.00
331 **	FEDERAL GRANTS	16,038	12,610.31	79	199,152	125,481.54	63	372,352	246,870.46
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	4,333-	.00		4,333-	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	4,333-	.00		4,333-	.00		0	.00
334	STATE GRANT								
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00

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
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,083	47,796.68	104	322,581	334,576.73	104	553,000	218,423.27
12 20	8TH CNT MUNICIPAL GAS TAX	11,666	12,859.01	110	81,662	90,013.07	110	140,000	49,986.93
12 *	STATE REVENUE SHARING	57,749	60,655.69	105	404,243	424,589.80	105	693,000	268,410.20
14 00	MOBILE HOME LICENSES	2,000	650.50	33	14,000	18,494.29	132	24,000	5,505.71
15 00	ALCOHOLIC BEVERAGE	416	.00		2,912	1,171.16	40	5,000	3,828.84
18 00	LOCAL GOVERNMENT 1/2 CENT	101,666	112,005.60	110	711,662	662,997.54	93	1,220,000	557,002.46
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		7,500	3,930.00	52	15,000	11,070.00
29 21	POL PEN STATE CONTR	0	.00		0	.00		185,915	185,915.00
29 22	FIRE PEN STATE CONTR	0	.00		0	.00		112,427	112,427.00
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		298,342	298,342.00
41 00	FUEL TAX REFUNDS	2,083	.00		14,581	7,630.86	52	25,000	17,369.14
335 **	STATE SHARED REVENUES	163,914	173,311.79	106	1,154,898	1,118,813.65	97	2,280,342	1,161,528.35
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	1,027	.00		4,108	20,755.85-	505	9,245	30,000.85
30 18	FIND BV-CO-20-146 BT RAMP	571	.00		2,284	19,858.30-	870	5,142	25,000.30
30 19	FIND BV-CO-21-152 DRG PII	22,584	.00		90,336	.00		203,255	203,255.00
30 20	FIND BV-CO-21-151 BT PII	34,497	.00		137,988	.00		310,475	310,475.00
30 *	PHYSICAL ENVIRONMENT	58,679	.00		234,716	40,614.15-	17	528,117	568,731.15
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	58,679	.00		234,716	40,614.15-	17	528,117	568,731.15
330 ***	INTERGOVERNMENTAL REVENUE	234,298	185,922.10		1,584,433	1,203,681.04		3,180,811	1,977,129.96
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,580	580,580.00	100	4,064,060	4,064,060.00	100	6,966,971	2,902,911.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	110,306	110,306.00	100	189,096	78,790.00
40 00	CERTIFY/COPY/SEARCH	9,166	15,227.45	166	64,162	76,230.26	119	110,000	33,769.74
90 12	PASSPORT EXECUTION FEES	166	525.00	316	1,162	2,030.00	175	2,000	30.00-
341 **	GENERAL GOVERNMENT	605,670	612,090.45	101	4,239,690	4,252,626.26	100	7,268,067	3,015,440.74
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,250	.00		8,750	.00		15,000	15,000.00
90 00	OTHER PUBLIC SAFETY	83	50.00	60	581	50.00	9	1,000	950.00
90 01	FALSE ALARM FEES	708	210.00	30	4,956	5,610.00	113	8,500	2,890.00
90 *	OTHER PUBLIC SAFETY	791	260.00	33	5,537	5,660.00	102	9,500	3,840.00
342 **	PUBLIC SAFETY	2,041	260.00	13	14,287	5,660.00	40	24,500	18,840.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,916	91,138.11	212	300,412	360,549.16	120	515,000	154,450.84
37 11	ROCKLEDGE	25,000	26,115.45	105	175,000	179,304.46	103	300,000	120,695.54
37 12	SUN LAKE	333	345.60	104	2,331	2,343.78	101	4,000	1,656.22
37 13	CLNY PK-M.I.UTIL CO.	166	172.80	104	1,162	1,181.88	102	2,000	818.12
37 16	COCOA BEACH	9,833	9,870.12	100	68,831	68,656.28	100	118,000	49,343.72
37 17	CAPE CANAVERAL	8,083	8,097.99	100	56,581	56,319.72	100	97,000	40,680.28
37 18	TITUSVILLE	366	372.00	102	2,562	2,579.10	101	4,400	1,820.90
37 *	WATER BILLING SERVICES	86,697	136,112.07	157	606,879	670,934.38	111	1,040,400	369,465.62
39 01	SERVICE CHARGES	41,666	44,742.00	107	291,662	315,619.72	108	500,000	184,380.28
39 03	ADMIN CHARGES	33,416	57,840.00	173	233,912	337,570.00	144	401,000	63,430.00
39 04	PENALTIES	65,804	68,634.36	104	460,628	427,007.79	93	789,650	362,642.21
39 05	NSF CHECKS	2,250	3,216.80	143	15,750	21,402.21	136	27,000	5,597.79
39 13	HIGH CONSUMP CHGS	0	845.00		0	3,145.00		0	3,145.00-
39 *	WATER OTHER INCOME	143,136	175,278.16	123	1,001,952	1,104,744.72	110	1,717,650	612,905.28
41 10	SOLID WASTE	197,804	203,783.90	103	1,384,628	1,421,002.83	103	2,373,648	952,645.17
41 20	RECYCLING REVENUE	31,424	31,698.43	101	219,968	221,972.45	101	377,088	155,115.55
41 30	GREEN WASTE	35,025	35,341.36	101	245,175	247,308.41	101	420,300	172,991.59
41 *	GARBAGE COLLECTION	264,253	270,823.69	103	1,849,771	1,890,283.69	102	3,171,036	1,280,752.31
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	0	.00		33,406	31,265.00	94	62,530	31,265.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	19,752-	.00		87,312	.00		115,753	115,753.00
90 *	OTHER PHYSICAL ENVIRON	19,752-	.00		120,718	31,265.00	26	178,283	147,018.00
343 **	PHYSICAL ENVIRONMENT	474,334	582,213.92	123	3,579,320	3,697,227.79	103	6,107,369	2,410,141.21
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	85.00		0	844.00		0	844.00-
39 10	PORCHER HOUSE - REVENUES	2,500	.00		17,500	15,232.81	87	30,000	14,767.19
39 11	TENANT MAINTENANCE FEES	108	.00		756	682.92	90	1,300	617.08
39 20	COCOA CIVIC CENTER	2,083	2,031.10	98	14,581	19,968.04	137	25,000	5,031.96
39 30	RIVERFRONT PARK	1,666	455.00	27	11,662	6,970.65	60	20,000	13,029.35
39 *	OTHER CULTURAL SERVICES	6,357	2,486.10	39	44,499	42,854.42	96	76,300	33,445.58
40 05	SPECIAL EVENT PERMITS	1,250	3,050.00	244	8,750	21,150.00	242	15,000	6,150.00-
50 10	EVENT FEES	416	124.41	30	2,912	1,244.10	43	5,000	3,755.90
50 50	MISC FURNISHINGS	0	118.00		0	4,312.70		0	4,312.70-
50 *	SPECIAL REC FACILITIES	416	242.41	58	2,912	5,556.80	191	5,000	556.80-
347 **	CULTURE/RECREATION	8,023	5,863.51	73	56,161	70,405.22	125	96,300	25,894.78
340 ***	CHARGES FOR SERVICES	1,090,068	1,200,427.88		7,889,458	8,025,919.27		13,496,236	5,470,316.73

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
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,166	2,617.62	225	8,162	16,589.07	203	14,000	2,589.07-
351 **	JUDGMENTS AND FINES	1,166	2,617.62	225	8,162	16,589.07	203	14,000	2,589.07-
350 ***	FINES AND FORFEITURES	1,166	2,617.62		8,162	16,589.07		14,000	2,589.07-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	5,000	13,918.82	278	35,000	86,395.96	247	60,000	26,395.96-
10 02	INVESTMENT INTEREST	11,666	6,562.01	56	81,662	22,465.60	28	140,000	117,534.40
10 10	SBA	66	191.99	291	462	585.37	127	800	214.63
10 11	INTEREST/CBOS	208	100.30	48	1,456	641.94	44	2,500	1,858.06
10 *	INTEREST	16,940	20,773.12	123	118,580	110,088.87	93	203,300	93,211.13
30 00	NET INC/DEC FMV INVESTMNT	0	113,038.43-		0	249,522.78-		0	249,522.78
40 00	GAIN/(LOSS) SALE INVEST	0	1,688.39-		0	1,609.62-		0	1,609.62
40 *	GAIN/(LOSS) SALE INVEST	0	1,688.39-		0	1,609.62-		0	1,609.62
361 **	INTEREST & OTHER EARNINGS	16,940	93,953.70-	555	118,580	141,043.53-	119	203,300	344,343.53
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	9,951	11,941.66	120	105,728	105,950.96	100	156,583	50,632.04
39 10	PORCHER HOUSE	0	.00		0	1,290.86		0	1,290.86-
39 20	CIVIC CENTER	0	.00		0	660.00		0	660.00-
39 *	RENTALS AND LEASES	0	.00		0	1,950.86		0	1,950.86-
362 **	RENT AND ROYALTIES	9,951	11,941.66	120	105,728	107,901.82	102	156,583	48,681.18
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	0	11,418.75		0	35,827.37		0	35,827.37-
364 **	DISPOSITION FIXED ASSETS	0	11,418.75		0	35,827.37		0	35,827.37-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	10,884	.00		10,884	67,591.00	621	65,300	2,291.00-
10 10	CONTRIBS FOR K-9	237	.00		237	.00		1,424	1,424.00
10 *	DONATIONS-PRIVATE SOURCES	237	.00		237	.00		1,424	1,424.00
366 **	CONTRIBUTIONS & DONATIONS	11,121	.00		11,121	67,591.00	608	66,724	867.00-

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
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,166	3,728.65	90	29,162	196,619.50	674	50,000	146,619.50-
90	02	POLICE SECURITY SERVICES	3,008	18,560.61	617	21,056	84,399.75	401	36,100	48,299.75-
90	03	CODE ENF ABATE/DEMO REV	7,631	11,256.48	148	53,417	77,896.29	146	91,575	13,678.71
90	04	MISC. POLICE REVENUES	125	172.50	138	875	2,721.33	311	1,500	1,221.33-
90	05	INVESTIGATIVE COSTS REIM	4,533	11,757.52	259	31,731	34,544.52	109	54,400	19,855.48
90	09	PROPERTY REGISTRATION	625	200.00	32	4,375	1,900.00	43	7,500	5,600.00
90	*	OTHER MISC REVENUES	20,088	45,675.76	227	140,616	398,081.39	283	241,075	157,006.39-
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	23,984.89		0	23,984.89-
369	**	OTHER MISC REVENUES	20,088	45,675.76	227	140,616	422,066.28	300	241,075	180,991.28-
360	***	MISCELLANEOUS REVENUES	58,100	24,917.53-		376,045	492,982.46		667,682	174,699.54
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	10	TRF FROM COCOA CRA (110)	116,865	1,264,878.74	1082	818,055	1,339,878.74	164	1,402,380	62,501.26
91	12	TRF FROM US1 CRA (112)	1	.00		1	.00		5	5.00
91	21	TRF FROM W/S FUND (421)	0	837,432.26		0	418,716.13		0	418,716.13-
91	30	TRF FROM CAP PROJ (301)	86,535	.00		346,140	.00		778,819	778,819.00
91	*	TRANSFER FROM	203,401	2,102,311.00	1034	1,164,196	1,758,594.87	151	2,181,204	422,609.13
381	**	INTERFUND TRANSFER	203,401	2,102,311.00	1034	1,164,196	1,758,594.87	151	2,181,204	422,609.13
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS (ROI)	603,112	603,112.92	100	4,221,784	4,221,790.44	100	7,237,355	3,015,564.56
40	01	6% PILOFF	130,242	130,243.00	100	911,694	911,701.00	100	1,562,914	651,213.00
40	*	CONTRIBUTIONS (ROI)	733,354	733,355.92	100	5,133,478	5,133,491.44	100	8,800,269	3,666,777.56
382	**	CONTRIBUTIONS ENTERPRISE	733,354	733,355.92	100	5,133,478	5,133,491.44	100	8,800,269	3,666,777.56
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

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
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	300	.00		2,100	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	651,926	.00		3,940,349	.00		8,096,601	8,096,601.00
99 *	BALANCE FORWARD	652,226	.00		3,942,449	.00		8,100,201	8,100,201.00
389 **	NON OPERATING SOURCES	652,226	.00		3,942,449	.00		8,100,201	8,100,201.00
380 ***	OTHER SOURCES(NON-REV)	1,588,981	2,835,666.92		10,240,123	6,892,086.31		19,081,674	12,189,587.69
FUND TOTAL	GENERAL FUND	3,488,104	5,104,297.25		33,238,826	29,281,396.25		52,301,649	23,020,252.75
GRAND TOTAL		3,488,104	5,104,297.25		33,238,826	29,281,396.25		52,301,649	23,020,252.75

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	54063	61980.41	115	579303	372257.19	64	.00	849660	477402.81	44
11 **	EXECUTIVE SALARIES	54063	61980.41	115	579303	372257.19	64	.00	849660	477402.81	44
12-00	REGULAR SALARIES & WAGES	1115205	940362.59	84	7918048	6589729.24	83	.00	13494190	6904460.76	49
12-06	SALARIES/CONTRACTUAL	2083	.00	0	14581	336.00	2	.00	25000	24664.00	1
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	17448	11487.68	66	52056	144021.21	277	.00	139297	4724.21-	103
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1134736	951850.27	84	7984685	6734086.45	84	.00	13658487	6924400.55	49
13-00	OTHER SALARIES & WAGES	101646	65642.75	65	474186	463135.50	98	.00	982476	519340.50	47
13 **	OTHER SALARIES & WAGES	101646	65642.75	65	474186	463135.50	98	.00	982476	519340.50	47
14-00	OVERTIME	37843	39950.71	106	264877	312584.89	118	.00	454195	141610.11	69
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37843	39950.71	106	264877	312584.89	118	.00	454195	141610.11	69
15-00	SPECIAL PAY	30707	37197.65	121	214949	218166.68	102	.00	368502	150335.32	59
15 **	SPECIAL PAY	30707	37197.65	121	214949	218166.68	102	.00	368502	150335.32	59
20-00	CLOTHING/SHOE ALLOWANCE	2016	.00	0	13992	7687.21	55	.00	24085	16397.79	32
20 **	CLOTHING/SHOE ALLOWANCE	2016	.00	0	13992	7687.21	55	.00	24085	16397.79	32
21-00	FICA TAXES	99276	86981.35	88	694932	607482.63	87	.00	1191443	583960.37	51
21 **	FICA TAXES	99276	86981.35	88	694932	607482.63	87	.00	1191443	583960.37	51
22-00	RETIREMENT CONTRIBUTIONS	82828	75668.88	91	587794	517696.60	88	.00	1002044	484347.40	52
22-01	FIREFIGHTERS	184289	153831.03	84	1290023	1146398.05	89	.00	2211478	1065079.95	52
22-02	STATE CONTRIBUTIONS	20582	.00	0	195394	.00	0	.00	298342	298342.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON FRS RETIREMENT CONT	3301	2416.83	73	15109	16995.84	113	.00	31618	14622.16	54
22 **	RETIREMENT CONTRIBUTIONS	291000	231916.74	80	2088320	1681090.49	81	.00	3543482	1862391.51	47
23-00	INSURANCES	6276	5927.45	94	41616	46158.01	111	.00	73087	26928.99	63
23-02	MEDICARE PART B	32096	43102.99	134	224672	227159.04	101	2041.20	385160	155959.76	60
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	277318	223497.90	81	1942840	1451068.30	75	.00	3329539	1878470.70	44
23-05	HEALTH GF RETIREES 50%	3687	3276.96	89	25809	23348.34	91	.00	44241	20892.66	53
23-06	HEALTH GF RETIREES 100%	25396	20476.10	81	177772	154802.06	87	.00	304761	149958.94	51
23-07	DENTAL INSURANCE	14332	11877.41	83	101026	78453.31	78	.00	172767	94313.69	45
23-08	VISION INSURANCE	2791	2246.66	81	19537	14845.26	76	.00	33594	18748.74	44
23-09	LONG TERM DISABILITY	4019	3941.17	98	28133	25120.29	89	.00	48321	23200.71	52
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	365915	314346.64	86	2561405	2020954.61	79	2041.20	4391470	2368474.19	46
24-00	WORKER'S COMPENSATION	58362	54806.81	94	408534	385188.36	94	.00	700495	315306.64	55
24 **	WORKER'S COMPENSATION	58362	54806.81	94	408534	385188.36	94	.00	700495	315306.64	55
25-00	UNEMPLOYMENT COMPENSATION	833	4128.45	496	5831	6328.45	109	.00	10000	3671.55	63
25 **	UNEMPLOYMENT COMPENSATION	833	4128.45	496	5831	6328.45	109	.00	10000	3671.55	63
27-00	BENEFIT OFFSET	20770	17580.00	85	145430	112690.87	78	.00	249285	136594.13	45
27 **	BENEFIT OFFSET	20770	17580.00	85	145430	112690.87	78	.00	249285	136594.13	45
31-00	PROFESSIONAL SERVICES	40884	14529.66	36	241073	152967.09	64	231859.71	450323	65496.20	86
31-01	LEGAL EXPENSES	33337	35249.42	106	233359	194672.84	83	221300.16	487473	71500.00	85
31-02	MEDICAL SERVICES	4013	20340.00	507	28091	27649.26	98	14158.24	48160	6352.50	87
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	57	.00	0	13518	13905.00	103	.00	13905	.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
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	571-	.00	0	2858	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	1028-	.00	0	5134	.00	0	.00	0	.00	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	17500	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	17321	15554.23	90	121247	86815.62	72	121037.38	207853	.00	100
31 **	PROFESSIONAL SERVICES	96513	85673.31	89	662780	476009.81	72	588355.49	1237714	173348.70	86
32-00	ACCOUNTING & AUDITING	6166	5000.00	81	43162	74000.00	171	.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6166	5000.00	81	43162	74000.00	171	.00	74000	.00	100
34-00	CONTRACT SERVICES	93649	106923.87	114	695958	532803.87	77	363895.97	1145873	249173.16	78
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231642	485961.14	210	1621494	1437277.97	89	.00	2779713	1342435.03	52
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	35034	28082.65	80	245238	196578.55	80	202755.95	450000	50665.50	89
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	360325	620967.66	172	2562690	2166660.39	85	566651.92	4375586	1642273.69	63
39-00	CONTINGENCY	9387	.00	0	95397	.00	0	.00	142346	142346.00	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	22235	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	13834	.00	0	117632	.00	0	.00	142346	142346.00	0
40-00	TRAVEL & PER DIEM	9062	2832.97	31	63634	14148.89	22	.00	106668	92519.11	13
40-01	CAR ALLOWANCE	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
40-22	JAG-21-GG-01363	772	.00	0	3088	.00	0	.00	6951	6951.00	0
40 **	TRAVEL & PER DIEM	9834	2832.97	29	66722	14148.89	21	.00	113619	99470.11	13
41-00	COMMUNICATION	14607	19624.67	134	104162	92557.09	89	72619.49	181457	16280.42	91
41 **	COMMUNICATION	14607	19624.67	134	104162	92557.09	89	72619.49	181457	16280.42	91
42-00	POSTAGE & FREIGHT	37059	38250.61	103	262451	215380.93	82	187640.75	451546	48524.32	89
42 **	POSTAGE & FREIGHT	37059	38250.61	103	262451	215380.93	82	187640.75	451546	48524.32	89
43-00	ELECTRIC/WATER/SEWER	67960	61055.89	90	476438	319253.33	67	424268.05	811102	67580.62	92
43 **	ELECTRIC/WATER/SEWER	67960	61055.89	90	476438	319253.33	67	424268.05	811102	67580.62	92
44-00	RENTALS AND LEASES	12809	56923.26	444	84502	106944.82	127	39820.21	148576	1810.97	99
44 **	RENTALS AND LEASES	12809	56923.26	444	84502	106944.82	127	39820.21	148576	1810.97	99
45-00	INSURANCE	43565	30.00-	0	305001	138787.88	46	.00	522872	384084.12	27
45 **	INSURANCE	43565	30.00-	0	305001	138787.88	46	.00	522872	384084.12	27
46-00	REPAIRS & MAINTENANCE	39454	37171.58	94	496743	306280.80	62	174684.00	841079	360114.20	57
46-02	REPAIR/MAINT BUILDING	31654	10814.66	34	208977	118866.22	57	81702.15	367538	166969.63	55
46-03	REPAIR/MAINT-VEHICLES	13403	28488.29	213	234117	141693.54	61	20895.42	336698	174109.04	48
46-05	HYDRANT FEES	20016	20062.85	100	140112	140439.95	100	.00	240198	99758.05	59
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	104527	96537.38	92	1079949	707280.51	66	277281.57	1785513	800950.92	55
47-00	PRINTING & BINDING	12549	9033.96	72	95823	68518.51	72	77803.30	172064	25742.19	85
47 **	PRINTING & BINDING	12549	9033.96	72	95823	68518.51	72	77803.30	172064	25742.19	85
48-00	PROMOTIONAL ACTIVITIES	4568	651.59	14	49976	26337.15	53	1975.00	72850	44537.85	39
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	4568	651.59	14	49976	26337.15	53	1975.00	72850	44537.85	39
49-00	OTHER CHARGES & OBLIG.	24063	103023.03	428	103468	137169.31	133	44002.95	229274	48101.74	79
49-02	ADVERTISING	211	.00	0	1234	.00	0	.00	2300	2300.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2912	2000.00	69	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	6078.54-	0	0	40109.17-	0	.00	0	40109.17	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	9438	14990.00	159	.00	15000	10.00	100
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25800	96944.49	376	117052	114050.14	97	44002.95	251574	93520.91	63
51-00	OFFICE SUPPLIES	3647	2740.42	75	26087	12876.24	49	.00	45081	32204.76	29
51 **	OFFICE SUPPLIES	3647	2740.42	75	26087	12876.24	49	.00	45081	32204.76	29
52-00	OPERATING SUPPLIES	70624	39448.68	56	447132	518668.39	116	133243.81	869593	217680.80	75
52-02	UNIFORMS	7126	1379.51	19	49882	18104.90	36	35764.88	78474	24604.22	69
52-05	EMS 1st RESP-CONSUM SUPP	3863	2904.08	75	27041	25481.89	94	10998.47	46357	9876.64	79
52-07	JANITORIAL SUPPLIES	3398	2286.51	67	23893	16892.45	71	.00	41844	24951.55	40
52-10	HEATING FUEL	285	228.14	80	1995	1510.31	76	1916.69	3427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	641	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	2271	.00	0	9084	10618.04	117	9289.96	20438	530.00	97
52-23	BULLET PROOF VEST 2021	2512	.00	0	14062	.00	0	26620.00	26620	.00	100
52-30	FUEL, OIL, & LUBRICANTS	25219	44531.48	177	174466	143460.46	82	.00	332460	188999.54	43
52-33	EMPLOYEE HEALTH CENTER	8379	6502.70	78	58653	35167.71	60	65380.29	100548	.00	100
52 **	OPERATING SUPPLIES	123548	97281.10	79	806849	769904.15	95	283214.10	1519761	466642.75	69

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3181	2193.85	69	22267	11733.79	53	4499.00	38175	21942.21	43
53 **	ROAD MATERIALS/SUPPLIES	3181	2193.85	69	22267	11733.79	53	4499.00	38175	21942.21	43
54-00	MEMBERSHIP/PUBLICATIONS	4136	1150.67	28	39484	43549.50	110	.00	60236	16686.50	72
54 **	MEMBERSHIP/PUBLICATIONS	4136	1150.67	28	39484	43549.50	110	.00	60236	16686.50	72
55-00	TRAINING	10671	6583.00	62	86246	46793.56	54	450.00	142664	95420.44	33
55-01	EDA PROGRAM	833	.00	0	5831	584.68	10	.00	10000	9415.32	6
55-22	JAG 21-GG-01363	772	.00	0	3088	.00	0	.00	6951	6951.00	0
55 **	TRAINING	12276	6583.00	54	95165	47378.24	50	450.00	159615	111786.76	30
56-15	IT-RELATED OPERATING EXP	324594	37521.48	12	2045505	484242.80	24	104970.40	3692265	3103051.80	16
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	324594	37521.48	12	2045505	484242.80	24	104970.40	3692265	3103051.80	16
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	32877	.00	0	187887	327271.60	174	.00	352272	25000.40	93
61 **	LAND	32877	.00	0	187887	327271.60	174	.00	352272	25000.40	93
62-00	BUILDINGS	102220	902.80	1	624932	75121.90	12	99266.05	1161036	986648.05	15
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	102220	902.80	1	624932	75121.90	12	99266.05	1161036	986648.05	15
63-00	INFRASTRUCTURE	152552	66334.98	44	916083	542937.27	59	522197.38	2430450	1365315.35	44
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-13	FIND BV-CO-20-146 BT RAMP	1714	1536.70	90	1714	5364.80	313	3911.60	10284	1007.60	90
63-14	FIND BV-CO-20-147 DREDGIN	3082	1342.95	44	3082	4463.25	145	3773.05	18490	10253.70	45
63-15	FIND BV-CO-21-152 DRGPII	22584	23139.00	103	90336	23139.00	26	180116.00	203255	.00	100
63-16	FIND BV-CO-21-151 BT PII	29522	88873.48	301	162863	88873.48	55	221568.52	310475	33.00	100
63 **	INFRASTRUCTURE	209454	181227.11	87	1174078	664777.80	57	931566.55	2972954	1376609.65	54
64-00	MACHINERY AND EQUIPMENT	216037	126445.64	59	1345175	379340.70	28	1367532.27	2571183	824310.03	68
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3463	.00	0	20778	35719.31	172	.00	38088	2368.69	94
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	219500	126445.64	58	1365953	415060.01	30	1367532.27	2609271	826678.72	68
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
81 **	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	11662	20000.00	172	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1666	.00	0	11662	20000.00	172	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	208	.00	0	1456	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	8862	.00	0	.00	15200	15200.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83-10	CARES CRF #107-2020	0	.00	0	0	.00	0	.00	0	.00	0
83 **	OTHER GRANTS & AIDS	1474	.00	0	10318	.00	0	.00	17700	17700.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	145757	145757.09	100	1020299	1020299.63	100	.00	1749088	728788.37	58
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	145757	145757.09	100	1020299	1020299.63	100	.00	1749088	728788.37	58
FUND 001	TOTAL *********										
	GENERAL FUND	4191613	3561650.73	85	30035066	22419542.44	75	5073958.30	52301649	24808148.26	53
GRAND	TOTAL *********										
		4191613	3561650.73	85	30035066	22419542.44	75	5073958.30	52301649	24808148.26	53

FY 2022 Budget by Classification Report - Summary Listing

4/30/2022

Target for April 2022 is 58%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 39,588,987	$ 29,494,687	57%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 214,444		$ (693,258)	$ 907,702	-323%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847		$ 58,733	$ 15,510,114	0%
REVENUE TOTALS	**$ 84,866,965**	**-**	**$ 38,954,462**	**$ 45,912,503**	**46%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,153	$ -	$ 8,836,253	$ 10,901,900	45%
OPERATING EXPENDITURES	$ 31,605,171	$ 6,674,489	$ 12,127,616	$ 12,803,066	59%
CAPITAL OUTLAY	$ 9,856,982	$ 1,323,687	$ 819,192	$ 7,714,103	22%
GRANTS, AIDS AND OTHER	$ 23,666,659	$ -	$ 16,044,434	$ 7,622,225	68%
EXPENSE TOTALS	**$ 84,866,965**	**$ 7,998,176**	**$ 37,827,495**	**$ 39,041,294**	54%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 38,954,462**	**$ 45,912,503**	**46%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 7,998,176**	**$ 37,827,495**	**$ 39,041,294**	**54%**
**	**$ -**	**$ (7,998,176)**	**$ 1,126,967**	**$ 6,871,209**	

*Includes adjustment in investments fair market value

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,832,138	5,019,861.72	104	33,824,966	32,641,133.79	97	57,985,663	25,344,529.21
33	00	WATER CONNECTION FEE	44,592	110,297.62	247	312,144	564,043.22	181	535,105	28,938.22-
36	00	WATER HYDRANT FEES	314,823	320,120.39	102	2,203,761	2,219,151.00	101	3,777,881	1,558,730.00
39	06	HYDRANT RESID FLOW TEST	133	720.00	541	931	6,000.00	645	1,600	4,400.00-
39	07	BACKFLOW DEVICE TEST	12,083	15,061.72-	125	84,581	61,998.02	73	145,000	83,001.98
39	08	JUMPER METERS	58	70.00	121	406	790.00	195	700	90.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	2,900.00	290	7,000	22,620.00	323	12,000	10,620.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	75.42	184	287	1,227.94	428	500	727.94-
39	*	WATER OTHER INCOME	13,315	11,296.30-	85	93,205	92,635.96	99	159,800	67,164.04
51	00	SEWER SALES	518,281	570,904.97	110	3,627,967	3,846,321.26	106	6,219,374	2,373,052.74
51	*	SEWER SALES	518,281	570,904.97	110	3,627,967	3,846,321.26	106	6,219,374	2,373,052.74
53	02	SEWER CONN INDIAN HILLS	0	.00		0	5,926.76		0	5,926.76-
59	01	GREASE TRAP PERMITS	516	726.97	141	3,612	4,941.42	137	6,200	1,258.58
60	00	REUSE WATER SALES	32,720	30,662.31	94	229,040	211,877.21	93	392,651	180,773.79
60	01	REUSE WATER INSTALLATION	583	311.00	53	4,081	2,956.13	72	7,000	4,043.87
60	*	REUSE WATER SALES	33,303	30,973.31	93	233,121	214,833.34	92	399,651	184,817.66

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
343	**	PHYSICAL ENVIRONMENT	5,756,968	6,041,588.68	105	40,298,776	39,588,986.75	98	69,083,674	29,494,687.25
340	***	CHARGES FOR SERVICES	5,756,968	6,041,588.68		40,298,776	39,588,986.75		69,083,674	29,494,687.25
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	0	8,286.43		0	53,589.87		0	53,589.87-
10 02		INVESTMENT INTEREST	10,747	29,376.44	273	75,229	94,660.49	126	128,964	34,303.51
10	*	INTEREST	10,747	37,662.87	351	75,229	148,250.36	197	128,964	19,286.36-
30 00		NET INC/DEC FMV INVESTMNT	0	477,256.64-		0	1,051,207.71-		0	1,051,207.71
40 00		GAIN/(LOSS) SALE INVEST	0	7,430.57-		0	7,598.10-		0	7,598.10
40	*	GAIN/(LOSS) SALE INVEST	0	7,430.57-		0	7,598.10-		0	7,598.10
361	**	INTEREST & OTHER EARNINGS	10,747	447,024.34-	4160	75,229	910,555.45-	1210	128,964	1,039,519.45
362		RENT AND ROYALTIES								
00 00		RENT AND ROYALTIES	108	.00		756	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		756	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
10 00		GAIN/(LOSS)SALE OF F/A	829	11,869.37	1432	5,803	30,542.29	526	9,950	20,592.29-
364	**	DISPOSITION FIXED ASSETS	829	11,869.37	1432	5,803	30,542.29	526	9,950	20,592.29-
365		SALE SURPLUS MTRLS &SCRAP								
00 00		SALE SURPLUS MTRLS &SCRAP	250	.00		1,750	9,559.15	546	3,000	6,559.15-
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		1,750	9,559.15	546	3,000	6,559.15-
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	4,064	2,481.73	61	28,448	154,287.30	542	48,778	105,509.30-
90	*	OTHER MISC REVENUES	4,064	2,481.73	61	28,448	154,287.30	542	48,778	105,509.30-
96 00		INSURANCE REFUND/PROCEEDS	2,495	.00		9,980	22,908.43	230	22,452	456.43-
369	**	OTHER MISC REVENUES	6,559	2,481.73	38	38,428	177,195.73	461	71,230	105,965.73-
360	***	MISCELLANEOUS REVENUES	18,493	432,673.24-		121,966	693,258.28-		214,444	907,702.28
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91 24		RENEW & REPLACE (424)	107,608	.00		538,040	.00		1,076,077	1,076,077.00

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
91 25		TRF FROM W/S REST (425)	0	58,732.49		0	58,732.49		0	58,732.49-
91 *		TRANSFER FROM	107,608	58,732.49	55	538,040	58,732.49	11	1,076,077	1,017,344.51
381	**	INTERFUND TRANSFER	107,608	58,732.49	55	538,040	58,732.49	11	1,076,077	1,017,344.51
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83 *		CAP CONTRIB VIERA	0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	1,332,507	.00		7,830,230	.00		14,492,770	14,492,770.00
99 *		BALANCE FORWARD	1,332,507	.00		7,830,230	.00		14,492,770	14,492,770.00
389	**	NON OPERATING SOURCES	1,332,507	.00		7,830,230	.00		14,492,770	14,492,770.00
380	***	OTHER SOURCES(NON-REV)	1,440,115	58,732.49		8,368,270	58,732.49		15,568,847	15,510,114.51
FUND TOTAL		WATER/SEWER FUND	7,215,576	5,667,647.93		48,789,012	38,954,460.96		84,866,965	45,912,504.04
GRAND TOTAL			7,215,576	5,667,647.93		48,789,012	38,954,460.96		84,866,965	45,912,504.04

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13479	9303.60	69	94353	76250.77	81	.00	161758	85507.23	47
11 **	EXECUTIVE SALARIES	13479	9303.60	69	94353	76250.77	81	.00	161758	85507.23	47
12-00	REGULAR SALARIES & WAGES	981222	741591.63	76	6912388	5039678.61	73	.00	11818543	6778864.39	43
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	6016	684.93	11	6016	36775.06	611	.00	36091	684.06-	102
12 **	REGULAR SALARIES & WAGES	987238	742276.56	75	6918404	5076453.67	73	.00	11854634	6778180.33	43
13-00	OTHER SALARIES & WAGES	49754	33999.62	68	348278	241307.43	69	.00	597082	355774.57	40
13 **	OTHER SALARIES & WAGES	49754	33999.62	68	348278	241307.43	69	.00	597082	355774.57	40
14-00	OVERTIME	54378	47453.69	87	380372	439549.68	116	.00	652294	212744.32	67
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54378	47453.69	87	380372	439549.68	116	.00	652294	212744.32	67
15-00	SPECIAL PAY	1483	175.00	12	10081	1225.00	12	.00	17500	16275.00	7
15 **	SPECIAL PAY	1483	175.00	12	10081	1225.00	12	.00	17500	16275.00	7
20-00	CLOTHING/SHOE ALLOWANCE	1804	600.00	33	12628	19052.09	151	.00	21665	2612.91	88
20 **	CLOTHING/SHOE ALLOWANCE	1804	600.00	33	12628	19052.09	151	.00	21665	2612.91	88
21-00	FICA TAXES	70083	62843.10	90	490581	439776.88	90	.00	841032	401255.12	52
21 **	FICA TAXES	70083	62843.10	90	490581	439776.88	90	.00	841032	401255.12	52
22-00	RETIREMENT CONTRIBUTIONS	117401	96885.24	83	830021	863842.05	104	.00	1417043	553200.95	61
22-01	GASB 68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	1369	380.36	28	1369	6292.06	460	.00	8218	1925.94	77
22 **	RETIREMENT CONTRIBUTIONS	118770	97265.60	82	831390	870134.11	105	.00	1425261	555126.89	61
23-00	INSURANCES	4340	4409.96	102	30380	30184.89	99	.00	52100	21915.11	58
23-02	RETIREES OTHER INSURANCES	11968	15937.24	133	83776	85519.71	102	.00	143620	58100.29	60
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245581	170538.36	69	1719067	1084598.89	63	.00	2947000	1862401.11	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
23-05	HEALTH RETIREES 50%	818	819.24	100	5726	5734.68	100	.00	9832	4097.32	58
23-06	HEALTH RETIREES 100%	5734	4096.20	71	40138	30311.88	76	.00	68817	38505.12	44
23-07	DENTAL INSURANCE	11828	8467.20	72	82796	54525.54	66	.00	141961	87435.46	38
23-08	VISION INSURANCE	2300	1622.16	71	16100	10453.54	65	.00	27632	17178.46	38
23-09	LONG TERM DISABILITY	3024	2890.54	96	21168	18508.61	87	.00	36300	17791.39	51
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285593	208780.90	73	1999151	1319837.74	66	.00	3427262	2107424.26	39
24-00	WORKER'S COMPENSATION	45585	37896.56	83	319095	271072.10	85	.00	547065	275992.90	50
24 **	WORKER'S COMPENSATION	45585	37896.56	83	319095	271072.10	85	.00	547065	275992.90	50
25-00	UNEMPLOYMENT COMPENSATION	1845	104.05	6	5770	6908.14	120	.00	15000	8091.86	46
25 **	UNEMPLOYMENT COMPENSATION	1845	104.05	6	5770	6908.14	120	.00	15000	8091.86	46
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	14800	11200.00	76	103600	74685.80	72	.00	177600	102914.20	42
27 **	BENEFIT OFFSET	14800	11200.00	76	103600	74685.80	72	.00	177600	102914.20	42
31-00	PROFESSIONAL SERVICES	50750	15314.05	30	341763	81909.68	24	204437.93	595537	309189.39	48
31-01	LEGAL EXPENSES	39440	7421.50	19	272056	34482.93	13	56612.26	469258	378162.81	19
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	141464	217569.69	154	805329	712268.30	88	774814.09	1512658	25575.61	98
31-33	EMPLOYEE HEALTH CENTER	12459	11188.13	90	87213	62446.31	72	87062.69	149509	.00	100
31 **	PROFESSIONAL SERVICES	244113	251493.37	103	1506361	891107.22	59	1122926.97	2726962	712927.81	74
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	126043	54012.57	43	866680	176790.22	20	329341.51	1443442	937310.27	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580580	580580.00	100	4064060	4064060.00	100	.00	6966971	2902911.00	58
34 **	CONTRACT SERVICES	706623	634592.57	90	4930740	4240850.22	86	329341.51	8410413	3840221.27	54
39-00	CONTINGENCY	7305	.00	0	503249	.00	0	.00	539792	539792.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	7305	.00	0	503249	.00	0	.00	539792	539792.00	0
40-00	TRAVEL AND PER DIEM	1268	40.22	3	9058	1285.06	14	.00	15438	14152.94	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1268	40.22	3	9058	1285.06	14	.00	15438	14152.94	8
41-00	COMMUNICATION	16432	25330.92	154	109925	117183.09	107	87770.83	192103	12850.92-	107
41 **	COMMUNICATION	16432	25330.92	154	109925	117183.09	107	87770.83	192103	12850.92-	107
42-00	FREIGHT & POSTAGE SERVICE	1476	217.93	15	10332	1102.82	11	.00	17740	16637.18	6
42 **	FREIGHT & POSTAGE SERVICE	1476	217.93	15	10332	1102.82	11	.00	17740	16637.18	6
43-00	ELECTRIC/WATER/SEWER	170699	174435.88	102	1279175	689770.63	54	938970.46	2092180	463438.91	78
43 **	ELECTRIC/WATER/SEWER	170699	174435.88	102	1279175	689770.63	54	938970.46	2092180	463438.91	78
44-00	RENTAL AND LEASES	3164	.00	0	22598	12040.74	53	3285.00	38450	23124.26	40
44 **	RENTAL AND LEASES	3164	.00	0	22598	12040.74	53	3285.00	38450	23124.26	40
45-00	INSURANCE	36650	.00	0	351089	150531.09	43	.00	537742	387210.91	28
45 **	INSURANCE	36650	.00	0	351089	150531.09	43	.00	537742	387210.91	28
46-00	REPAIRS & MAINTENANCE	534094	615915.21	115	4537584	2731743.12	60	1464893.08	7170902	2974265.80	59
46-02	REPAIR/MAINT BUILDING	34122	121167.48	355	203882	253756.80	125	15751.20	360837	91329.00	75
46-03	REPAIR/MAINT-VEHICLES	18957	27787.28	147	132699	91284.61	69	.00	234437	143152.39	39
46-15	INSURED VEHICLE ACCIDENT	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
46 **	REPAIRS & MAINTENANCE	587173	764869.97	130	4874165	3076784.53	63	1480644.28	7766176	3208747.19	59
47-00	PRINTING & BINDING	615	90.00	15	4305	452.00	11	.00	7420	6968.00	6
47 **	PRINTING & BINDING	615	90.00	15	4305	452.00	11	.00	7420	6968.00	6
48-00	PROMOTIONAL ACTIVITIES	1666	600.00	36	11662	1639.18	14	9441.00	20000	8919.82	55
48 **	PROMOTIONAL ACTIVITIES	1666	600.00	36	11662	1639.18	14	9441.00	20000	8919.82	55
49-00	OTHER CHARGES & OBLIG.	6361	4434.03	70	22452	26379.99	118	2639.10	59955	30935.91	48
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5528.62-	0	0	35734.26-	0	.00	0	35734.26	0
49-08	CASH OVER & UNDER	0	1.00	0	0	78.45-	0	.00	0	78.45	0
49-09	DOCUMENT RECORDING CHGS	250	1120.00-	448-	1750	3180.00-	182-	.00	3000	6180.00	106-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	6611	2213.59-	34-	24202	12612.72-	52-	2639.10	62955	72928.62	16-
51-00	OFFICE SUPPLIES	2047	2213.39	108	12877	9216.09	72	.00	23152	13935.91	40
51 **	OFFICE SUPPLIES	2047	2213.39	108	12877	9216.09	72	.00	23152	13935.91	40
52-00	OPERATING SUPPLIES	70771	45567.01	64	334399	457439.58	137	108677.48	738031	171913.94	77
52-07	JANITORIAL SUPPLIES	769	555.57	72	5383	4394.58	82	.00	9240	4845.42	48
52-09	CHEMICALS	361523	157361.12	44	2605661	1992142.85	77	2383337.77	4413258	37777.38	99
52-30	FUEL OIL & LUBRICANTS	33452	52012.61	156	234380	193827.93	83	48090.90	407491	165572.17	59
52-33	EMPLOYEE HEALTH CENTER	6027	4677.37	78	42189	25296.08	60	47027.92	72324	.00	100
52 **	OPERATING SUPPLIES	472542	260173.68	55	3222012	2673101.02	83	2587134.07	5640344	380108.91	93
53-00	ROAD MATERIALS/SUPPLIES	1943	.00	0	13601	18995.48	140	1004.52	30000	10000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1943	.00	0	13601	18995.48	140	1004.52	30000	10000.00	67
54-00	MEMBERSHIP/PUBLICATIONS	3284	64.00	2	22988	33070.50	144	.00	39445	6374.50	84

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54 **	MEMBERSHIP/PUBLICATIONS	3284	64.00	2	22988	33070.50	144	.00	39445	6374.50	84
55-00	TRAINING	6863	1261.00	18	47559	18553.54	39	13644.00	81894	49696.46	39
55-01	EDA PROGRAM	339	.00	0	1356	333.18	25	.00	3050	2716.82	11
55 **	TRAINING	7202	1261.00	18	48915	18886.72	39	13644.00	84944	52413.28	38
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	300627	1079.56	0	1845385	204212.34	11	97687.52	3359915	3058015.14	9
56 **	TECHNOLOGY SYSTEMS	300627	1079.56	0	1845385	204212.34	11	97687.52	3359915	3058015.14	9
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	656588	86493.89	13	3388812	252676.52	8	811840.15	7728190	6663673.33	14
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	656588	86493.89	13	3388812	252676.52	8	811840.15	7728190	6663673.33	14
64-00	MACHINERY & EQUIPMENT	146430	8395.00	6	888396	435169.00	49	511846.48	1673842	726826.52	57
64-15	IT HARDWARE	38897	.00	0	260461	131346.61	50	.00	454950	323603.39	29
64 **	MACHINERY & EQUIPMENT	185327	8395.00	5	1148857	566515.61	49	511846.48	2128792	1050429.91	51
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	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	60020.00-	0	.00	0	60020.00	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	385	.00	0	425	2250.00	529	.00	2350	100.00	96
73 **	OTHER DEBT SERVICE COST	385	.00	0	425	2250.00	529	.00	2350	100.00	96
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	700	.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	700	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND 001	603112	1440545.18	239	4221784	4640506.57	110	.00	7237355	2596848.43	64
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	168055	.00	0	6720258	6218281.00	93	.00	7560534	1342253.00	82
91-25	TO RESTRICTED ASSET 425	608525	594117.08	98	4259675	4331715.32	102	.00	7302306	2970590.68	59
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 422	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1379692	2034662.26	148	15201717	15190502.89	100	.00	22100195	6909692.11	69
95-01	6% ILO FRANCHISE FEE	130242	130243.00	100	911694	911701.00	100	.00	1562914	651213.00	58
95 **	NONOPERATING	130242	130243.00	100	911694	911701.00	100	.00	1562914	651213.00	58
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6568586	5625941.73	86	50968547	37827495.44	74	7998175.89	84866965	39041293.67	54

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
GRAND TOTAL *********		6568586	5625941.73	86	50968547	37827495.44	74	7998175.89	84866965	39041293.67	54

FY 2022 Budget by Classification Report - Summary Listing

4/30/2022

Target for April 2022 is 58%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,830,148		$ 1,792,427	$ 37,721	98%
CHARGES FOR SERVICES	$ -		$ (691)	$ 691	100%
INTERGOVERNMENTAL/GRANT	$ 13,054		$ 13,900	$ (846)	0%
MISCELLANEOUS	$ 400		$ 12,893	$ (12,493)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989		$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,133,591**	**-**	**$ 1,818,529**	**$ 315,062**	**85%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 278,272	$ 369,416	43%
OPERATING EXPENDITURES	$ 731,646	$ 90,692	$ 243,982	$ 396,972	46%
CAPITAL OUTLAY	$ 754,257	$ 187,251	$ 191,545	$ 375,461	50%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,133,591**	**$ 277,943**	**$ 713,799**	**$ 1,141,849**	**46%**
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,818,529**	**$ 315,062**	**85%**
EXPENSE TOTALS	**$ 2,133,591**	**$ 277,943**	**$ 713,799**	**$ 1,141,849**	**46%**
	$ -	**$ (277,943)**	**$ 1,104,730**	**$ (826,787)**	

*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	STRMWTR SPEC ASSMNT	144,179	99,276.93	69	1,009,253	1,792,427.00	178	1,730,148	62,279.00-
23	04	TAX CERTIFICATES	8,333	.00		58,331	.00		100,000	100,000.00
23	*	STORMWATER	152,512	99,276.93	65	1,067,584	1,792,427.00	168	1,830,148	37,721.00
325	**	SPECIAL ASSESSMENT	152,512	99,276.93	65	1,067,584	1,792,427.00	168	1,830,148	37,721.00
320	***	OTHER PERMITS & FEES	152,512	99,276.93		1,067,584	1,792,427.00		1,830,148	37,721.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	02	CHURCH STREET BAFFLE BOX	0	.00		0	13,900.00		0	13,900.00-
10	05	SAVE OUR INDIAN RVR LAGN	1,450	.00		5,800	.00		13,054	13,054.00
10	*	SHARED REV - BREVARD CTY	1,450	.00		5,800	13,900.00	240	13,054	846.00-
338	**	SHARED REVENUE LOCAL UNIT	1,450	.00		5,800	13,900.00	240	13,054	846.00-
330	***	INTERGOVERNMENTAL REVENUE	1,450	.00		5,800	13,900.00		13,054	846.00-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	.00		0	690.13-		0	690.13
91	*	STORMWATER FEES	0	.00		0	690.13-		0	690.13
343	**	PHYSICAL ENVIRONMENT	0	.00		0	690.13-		0	690.13
340	***	CHARGES FOR SERVICES	0	.00		0	690.13-		0	690.13
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	1,318.34		0	7,882.57		0	7,882.57-
10	02	INVESTMENT INTEREST	0	167.66		0	719.01		0	719.01-
10	10	SBA	0	5.52		0	28.58		0	28.58-
10	*	INTEREST	0	1,491.52		0	8,630.16		0	8,630.16-
30	00	NET INC/DEC FMV INVESTMNT	0	3,895.68-		0	8,600.21-		0	8,600.21
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	2,404.16-		0	29.95		0	29.95-

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
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	33	.00		231	3,893.93	1686	400	3,493.93-
369	**	OTHER MISC REVENUES	33	.00		231	3,893.93	1686	400	3,493.93-
360	***	MISCELLANEOUS REVENUES	33	2,404.16-		231	12,892.63		400	12,492.63-
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	26,397	.00		158,007	.00		289,989	289,989.00
	99 *	BALANCE FORWARD	26,397	.00		158,007	.00		289,989	289,989.00
389	**	NON OPERATING SOURCES	26,397	.00		158,007	.00		289,989	289,989.00
380	***	OTHER SOURCES(NON-REV)	26,397	.00		158,007	.00		289,989	289,989.00
FUND TOTAL		STORMWATER UTILITY	180,392	96,872.77		1,231,622	1,818,529.50		2,133,591	315,061.50
GRAND TOTAL			180,392	96,872.77		1,231,622	1,818,529.50		2,133,591	315,061.50

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	35107	24150.38	69	246361	174461.67	71	.00	421910	247448.33	41
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	102	.00	0	102	608.05	596	.00	609	.95	100
12 **	REGULAR SALARIES & WAGES	35209	24150.38	69	246463	175069.72	71	.00	422519	247449.28	41
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	506	313.21	62	3542	3682.20	104	.00	6075	2392.80	61
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	506	313.21	62	3542	3682.20	104	.00	6075	2392.80	61
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	60	.00	0	420	720.00	171	.00	720	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	60	.00	0	420	720.00	171	.00	720	.00	100
21-00	FICA TAXES	2328	1843.95	79	16296	13548.26	83	.00	27937	14388.74	49
21 **	FICA TAXES	2328	1843.95	79	16296	13548.26	83	.00	27937	14388.74	49
22-00	RETIREMENT CONTRIBUTIONS	3235	2646.97	82	22645	19335.66	85	.00	38830	19494.34	50
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3235	2646.97	82	22645	19335.66	85	.00	38830	19494.34	50
23-00	INSURANCES	108	92.92	86	756	686.48	91	.00	1300	613.52	53
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7666	4970.96	65	53662	35062.99	65	.00	92000	56937.01	38
23-07	DENTAL INSURANCE	275	195.64	71	1925	1427.56	74	.00	3300	1872.44	43
23-08	VISION INSURANCE	58	42.62	74	406	281.75	69	.00	700	418.25	40
23-09	LONG TERM DISABILITY	108	93.98	87	756	638.91	85	.00	1300	661.09	49
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8215	5396.12	66	57505	38097.69	66	.00	98600	60502.31	39
24-00	WORKER'S COMPENSATION	4017	3471.81	86	28119	25198.26	90	.00	48207	23008.74	52
24 **	WORKER'S COMPENSATION	4017	3471.81	86	28119	25198.26	90	.00	48207	23008.74	52
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	2800	2620.54	94	.00	4800	2179.46	55
27 **	BENEFIT OFFSET	400	400.00	100	2800	2620.54	94	.00	4800	2179.46	55
31-00	PROFESSIONAL SERVICES	15450	163.75	1	74270	28998.68	39	53275.74	151530	69255.58	54
31-01	LEGAL EXPENSES	41	.00	0	287	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	607	545.76	90	4249	3046.16	72	4247.84	7294	.00	100
31 **	PROFESSIONAL SERVICES	16098	709.51	4	78806	32044.84	41	57523.58	159324	69755.58	56
34-00	CONTRACT SERVICES	4403	.00	0	24975	34976.56	140	.00	47000	12023.44	74
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	110306	110306.00	100	.00	189096	78790.00	58
34 **	CONTRACT SERVICES	20161	15758.00	78	135281	145282.56	107	.00	236096	90813.44	62
39-00	CONTINGENCY	8168	.00	0	54262	.00	0	.00	83009	83009.00	0
39 **	CONTINGENCY	8168	.00	0	54262	.00	0	.00	83009	83009.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1659	27.79	2	.00	2850	2822.21	1
40 **	TRAVEL & PER DIEM	237	.00	0	1659	27.79	2	.00	2850	2822.21	1
41-00	COMMUNICATION	173	45.36	26	1211	1225.47	101	666.53	2076	184.00	91
41 **	COMMUNICATION	173	45.36	26	1211	1225.47	101	666.53	2076	184.00	91
42-00	POSTAGE & FREIGHT	41	7.38	18	287	22.14	8	.00	500	477.86	4
42 **	POSTAGE & FREIGHT	41	7.38	18	287	22.14	8	.00	500	477.86	4
43-00	ELECTRIC/WATER/SEWER	1250	1028.43	82	8750	6178.17	71	5555.17	15000	3266.66	78

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1028.43	82	8750	6178.17	71	5555.17	15000	3266.66	78
44-00	RENTALS AND LEASES	2003	.00	0	12226	123.78	1	19750.00	22250	2376.22	89
44 **	RENTALS AND LEASES	2003	.00	0	12226	123.78	1	19750.00	22250	2376.22	89
45-00	INSURANCE	871	.00	0	6097	3167.77	52	.00	12228	9060.23	26
45 **	INSURANCE	871	.00	0	6097	3167.77	52	.00	12228	9060.23	26
46-00	REPAIRS & MAINTENANCE	7923	123.09	2	49697	18651.69	38	.00	111522	92870.31	17
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3498	6725.38	192	24486	22803.55	93	1467.00	41977	17706.45	58
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11421	6848.47	60	74183	41455.24	56	1467.00	153499	110576.76	28
47-00	PRINTING & BINDING	41	.00	0	287	187.00	65	.00	500	313.00	37
47 **	PRINTING & BINDING	41	.00	0	287	187.00	65	.00	500	313.00	37
49-00	OTHER CHARGES & OBLIG.	22	.00	0	154	.00	0	70.20	267	196.80	26
49-07	BAD DEBT EXPENSE	0	145.14-	0	0	1977.26-	0	.00	0	1977.26	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	145.14-	660-	154	1977.26-	1284-	70.20	267	2174.06	714-
51-00	OFFICE SUPPLIES	41	.00	0	287	30.16	11	.00	500	469.84	6
51 **	OFFICE SUPPLIES	41	.00	0	287	30.16	11	.00	500	469.84	6
52-00	OPERATING SUPPLIES	1088	121.38	11	7116	2621.46	37	2904.93	12564	7037.61	44
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	479	2084.25	435	3353	9143.49	273	.00	19145	10001.51	48
52-33	EMPLOYEE HEALTH CENTER	294	228.18	78	2058	1233.96	60	2294.04	3528	.00	100
52 **	OPERATING SUPPLIES	1861	2433.81	131	12527	12998.91	104	5198.97	35237	17039.12	52
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	69	.00	0	462	815.00	176	.00	815	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	69	.00	0	462	815.00	176	.00	815	.00	100
55-00	TRAINING	393	.00	0	2772	1480.02	53	.00	4735	3254.98	31
55 **	TRAINING	393	.00	0	2772	1480.02	53	.00	4735	3254.98	31
56-15	IT-RELATED OPERATING EXP	394	.00	0	788	920.00	117	460.00	2760	1380.00	50
56 **	TECHNOLOGY SYSTEMS	394	.00	0	788	920.00	117	460.00	2760	1380.00	50
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	44649	20175.83	45	334202	48862.57	15	158781.80	557455	349810.63	37
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	44649	20175.83	45	334202	48862.57	15	158781.80	557455	349810.63	37
64-00	MACHINERY & EQUIPMENT	16455	13500.00	82	102617	142681.97	139	28468.75	196802	25651.28	87
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	16455	13500.00	82	102617	142681.97	139	28468.75	196802	25651.28	87
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	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	TO GENERAL FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	178318	98584.09	55	1204648	713798.46	59	277942.00	2133591	1141850.54	47
GRAND	TOTAL *********										
		178318	98584.09	55	1204648	713798.46	59	277942.00	2133591	1141850.54	47

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** Police
POINT OF CONTACT: Susan Lambert	**PROJECT MANAGER:** Susan Lambert
NAME OF GRANT: Patrick Leahy Bulletproof Vest Partnership	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** Department of Justice
AMOUNT REQUESTED: $ 19,410	**GRANT DUE DATE:** 06/27/2022

PROJECT DESCRIPTION:

The Patrick Leahy Bulletproof Vest Partnership is a federal program run by the Department of Justice that reimburses half of the cost of acquiring bulletproof vests for eligible police departments. The vests are on a five year replacement schedule.
We are requesting funds for 30 vests this year at a cost of $1,294 per vest. Half of this amount will be reimbursed.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 19,410	**TARGET DATE TO COUNCIL:** 05/10/2022
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REQUIREMENTS?

Reports are required for each invoice that show the type of vest purchased, name of the officer assigned the vest and the serial number of each vest.

FUTURE REQUIREMENTS TO CONSIDER:

None

Evander Collier IV — Digitally signed by Evander Collier IV Date: 2022.04.29 12:35:58 -04'00'
Department Director

Connor Williams — Digitally signed by Connor Williams Date: 2022.04.29 13:14:41 -04'00'
Grants Administrator

Lora Howell — Digitally signed by Lora Howell Date: 2022.04.29 13:25:53 -04'00'
Deputy Finance Director

Lora Howell — Digitally signed by Lora Howell Date: 2022.04.29 13:26:03 -04'00'
Finance Director

Stockton Whitten — Digitally signed by Stockton Whitten Date: 2022.05.05 15:11:50 -04'00'
City Manager