City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 23, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-230 Approve the Agenda for the Regular meeting of May 23, 2017, as presented or with amendments.

Attachments: 05-23-17.pdf

MINUTES:

II.2 17-231 Approve the Minutes of the Regular meeting of April 25, 2017, as written or with amendments.

Attachments: 04-25-17 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-203 Proclamation: Proclaiming National Public Works Week 2017.(Public Works Director)

Attachments: National Public Works week 2017

III.2 17-208 Proclamation: Proclaiming May 2017 as Lupus Awareness Month in the City of Cocoa. (Administrative Services Director)

Attachments: Lupus Awareness Month.pdf

III.3 17-216 Proclamation: Proclaiming May 23, 2017 as Trafford Realty Company Day and recognizing 100 years in business in Cocoa. (Mayor Parrish)

Attachments: Trafford Realty 100 years.pdf

III.4 17-238 Proclamation: Proclaiming Mr. Willie G. (Gino) Williams as "An American Hero and Beyond." (Mayor Parrish & Councilman Whipple)

Attachments: An American Hero and Beyond.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-140 Approve accepting a donation of equipment in the amount of $7,428 and amending the budget to increase revenues and expenses correspondingly with the attached Budget Amendment Form. (Chief of Police)

Attachments:
- Donated shields
- Shields and scope backup documentation 5.1.17.pdf
- Budget Resolution 2017.docx
- BAF-PD-Shields and Scope (5-23-17)~Agenda 17-140.pdf

V.2 17-177 Approve a Resolution Amending the FY2017 Budget to Purchase Chemicals and Regulatory Testing Supplies necessary to run both the Surface Water and Ground Water Operations for the Remainder of the Fiscal Year. (Utilities Director)

Attachments:
- Resolution Budget Adjustment - FY 2017
- Agenda Approval 2.14.2017
- 02_14_17 Quote for Generator
- INVOICE 17WE2966236
- BAF-UT-Increase Funds into 52-00 from 46-00 (5-23-17) Agenda 17-177.pdf

V.3 17-180 Approve a Resolution Amending the FY2017 Budget to Cover Overtime Expenditures at the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Payroll Worksheet FY17.pdf
- 5 Year Expense Actual Comparison 2017
- Resolution Budget Adjustment - FY 2017
- BAF-UT-Overtime (5-23-17)~ Agenda 17-180..pdf

V.4 17-181 Approve Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs; and To Authorize a Budgeted Expenditure for these Services not to Exceed $723,929. (Utilities Director)

Attachments:
- TO-UT-MAXWELL 2017-20 (5-23-17) $723929.pdf
- Maxwell Construction 4.21.17
- CDM Smith Recommendation of Award 5.4.17
- JoBear Construction 4.21.17
- Atlantic Development - No Bid
- GUNNstruction - No bid

V.5 17-199 Approve a Resolution Amending the FY2017 Budget to Reallocate Funds for the Replacement of the Shearer Boulevard Gate at the Utilities Compound. (Utilities Director)

Attachments:
- East Coast Fence Quote.pdf
- Quote 2 - Secure Fence.pdf
- Quote 3 - AAA Quality Fence (No Quote).pdf
- Budget Resolution FY 2017.docx
- BAF-UT-4025-Infrastructure (5-23-17)~ Agenda 17-199.pdf

V.6 17-204 Authorize the City Manager to finalize and execute a Utilities Easement from Suntrust for a non-exclusive easement on the Suntrust property to allow installation of city irrigation and Streetlight electrical facilities for the SR 520 Traffic Calming Project; and to accept deeds for additional property needed by Suntrust to install sidewalks outside existing Rights of Way. (Public Works Director)

Attachments:
- SunTrust Utility Easement - Blank Grantor

V.7 17-207 Authorize the City Manager to Approve Change Order #1 to P.O. 69809 with Burnett Lime Company for Additional Funds needed to Treat Surface Water at the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Agenda of 1-10-17; File ID 16-562.pdf
- Journal of 1-10-17; Item V.1.pdf

V.8 17-209 Authorize the City Manager to Approve Change Order #1 to Purchase Order 70342 with Solid Waste Management for Tipping Fees at the Brevard County Solid Waste Landfill. (Utilities Director)

Attachments:
- County Solid Waste Quote
- Sole Source vendors 2.9.17
- PO #70342

V.9 17-221 Approve participation in a cooperative purchase agreement for Micro-surfacing and striping of various city streets (Project # PW08SP) utilizing Polk County Bid # 15-601-SM, to authorize a purchase order in the amount of $162,220.65 to Asphalt Paving Systems. (Public Works Director)

Attachments:
- APS Proposal Cocoa
- Polk County Bid 15-601 Annual Bid Page
- Project Map
- Permission to Piggyback.pdf
- Asphalt Paving Submittal (4).pdf

V.10 17-237 Approve the ranking for Systems Administration, Network Architecture and Security, Wireless Network Support, Storage and Backups, Virtualization Support, Application/Database Development and Support, Audio/Visual Support, Desktop Support, Physical Security, and Structured Cabling; Authorize the City Manager to negotiate hourly rates and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-17-08-COC (Professional Information Technology Services on an As-Needed Basis). (Assistant City Manager)

Attachments:
- Q-17-08-COC Final MEMO
- Selection Committee Matrices
- Overall Scoring Chart
- Q-17-08-COC Tabulation Sheet.pdf

VI. PUBLIC HEARINGS:

VI.1 17-154 Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; Authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and Authorize the Mayor to sign all subsequent certifications and agreements. (Acting Community Services Director)

Attachments:
- Public Hearing Ad for May 9, 2017a
- 1 FY2017-2018 Action Plan cover
- 2 SF424 2017
- 3 FY17-18 Action Plan
- 4 Appendix Consolidated Plan Certifications
- 5 Appendix Maps

VI.2 17-212 Conduct a Public Hearing to amend the FY 2016-2017 CDBG Action Plan to reallocate funds and add a new activity in accordance with the City's CDBG Citizen Participation Plan. (Acting Community Services Director)

Attachments: CDBG Action Plan Amendments 16-17 Notice

Cocoa Citizen Participation Plan 6-2016

VII. COUNCIL BUSINESS:

VII.1 17-210 Conduct a hearing for the removal of Ms. Ruby Jenkins from the Diamond Square Redevelopment Agency due to neglect of duty. (Administrative Services Director)

Attachments: 04_24_17 Removal letter.pdf

Diamond Square RDA Powers.pdf

F.S. 163.356(4).pdf

VII.2 17-229 Approve the Special Event Agreement with AEG Live, SE, LLC, for three concerts to be held in June and July of 2017. (Acting Community Services Director)

Attachments: SPECIAL EVENT AGREEMENT - AEG Live SE 2017 - concerts

VII.3 17-233 Distribution of the FY2016 Popular Annual Financial Report. (Finance Director)

Attachments: FY2016 Popular Annual Financial Report.pdf

VII.4 17-239 Provide direction as to whether City Council intends to renew the City Manager's Employment Agreement. (City Manager)

Attachments: City Manager's Employment Agreement

First Addendum to City Manager's Employment Agreement

VIII. CITY BUSINESS:

VIII.1 17-214 Approve a Resolution adjusting the FY 2017 Budget based on the Mid-Year Review, through the use of General Fund, Stormwater, and Water/Sewer Contingency, as well as General Fund, Stormwater, and Water/Sewer Reserves. Adjustments to the Budget also consist of, Budget Transfers between the appropriate Departments/Divisions to reduce the use of Reserves and Contingency. (Finance Director)

Attachments: Budget Resolution 2017.docx

Mid Year Review Tracking Sheet.pdf

BAF's (31).pdf

VIII.2 17-220 Approve a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; Approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); Approve a change order with CHI for work already performed in the amount of $104,182 to P.O.69274; Approve a Resolution Amending the FY2017 Budget, and allow the City Manager to execute all associated documents..

Attachments: ModificationCHDO Agreement - CHI
MOU CITY OF COCOA-executed by Palm Bay
Budget Resolution - $49,900 from Palm Bay
BAF-CS-HOME Grant Agenda 17-220 (5-23-17)~ Agenda 17-220.pdf

VIII.3 17-235 Approve a resolution to authorize the City Manager to execute the FDOT Landscape Construction and Maintenance Memorandum of Agreement, and any other FDOT-required documents necessary for permits, related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (Public Works Director)

Attachments: 14-40
Attachment A - Landscape and Maintenance Agreement Form - Non-Sidewalk
Resolution FDOT Suntrust CLEAN
CO83 Brevard to Delannoy 2017-05-02

MULTI-YEAR CONTRACTS:

VIII.4 17-127 Approve the Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc., Maitland, Florida, for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2017 through May 26, 2019. (Utilities Director)

Attachments: 3rd Amendment to Purchase Agmt
Exhibit - A Rate Schedule.pdf

VIII.5 17-211 Approve Amendment #1 to the Continuing Services Agreement for Environmental Assessment & Characterization Services as approved by City Council on October 1, 2015. (Acting Community Services Director)

Attachments: Continuing Services Agreement fully executed.pdf
City of Cocoa BF Exhibit ATask Order-rev 5-12-17.pdf
Terracon-1st Amendment.pdf

IX. INFORMATIONAL AGENDA:

IX.1 17-205 Fire Incident Summary report for April 2017. (Fire Chief)

Attachments: April 2017 Fire Incident Summary Report.pdf

IX.2 17-206 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 04/30/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 04.30.17.pdf

IX.3 17-217 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report April 2017.pdf

IX.4 17-218 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Orders 4-30-17.pdf

IX.5 17-219 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: April FY 2017 EXPENSE Budget Tracking Worksheet.pdf
April FY 2017 REVENUE Budget Tracking Worksheet.pdf

IX.6 17-234 Review of the Employee Health Center utilization report provided by CareATC for April 2017. (Administrative Services Director)

Attachments: Cocoa April 2017 Dashboard

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-230	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/11/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 23, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-23-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2017
Agenda Date: May 23, 2017
Prepared By: Carie Shealy, City Clerk i
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 23, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 23, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: May 23, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 23, 2017 (17-230)
2. Minutes: (a) Regular Meeting of April 25, 2017 (17-231)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming National Public Works Week 2017. (17-203). (Public Works Director)

2. Proclamation: Proclaiming May 2017 as Lupus Awareness Month in the City of Cocoa. (17-208). (Councilwoman Warner)

3. Proclamation: Proclaiming May 23, 2017 as Trafford Realty Company Day and Recognizing 100 years in business in Cocoa. (17-216). (Mayor Parrish)

4. Proclamation: Proclaiming Mr. Willie G. (Gino) Williams as “An American Hero and Beyond”. (17-238). (Mayor Parrish & Councilman Whipple)

IV. DELEGATIONS:

In accordance with the City Council’s rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City’s water and/or sewer system), and any person on any

item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. CONSENT AGENDA:

1. Approve accepting a donation of equipment in the amount of $7,428 and amending the budget to increase revenues and expenses correspondingly with the attached Budget Amendment Form.) (17-140). (Chief of Police)

2. Approve a Resolution Amending the FY2017 Budget to Purchase Chemicals and Regulatory Testing Supplies necessary to run both the Surface Water and Ground Water Operations for the Remainder of the Fiscal Year. (17-177). (Utilities Director)

3. Approve a Resolution Amending the FY2017 Budget to Cover Overtime Expenditures at the Dyal Water Treatment Plant. (17-180). (Utilities Director)

4. Approve Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs; and To Authorize a Budgeted Expenditure for these Services not to Exceed $723,929. (17-181). (Utilities Director)

5. Approve a Resolution Amending the FY2017 Budget to Reallocate Funds for the Replacement of the Shearer Boulevard Gate at the Utilities Compound. (17-199). (Utilities Director)

6. Authorize the City Manager to execute a Utilities Easement from Suntrust for a non-exclusive easement on the Suntrust property to allow installation of city irrigation and Streetlight electrical facilities for the SR 520 Traffic Calming Project; and to accept deeds for additional property needed by Suntrust to install sidewalks outside existing Rights of Way. (17-204). (Public Works Director)

7. Authorize the City Manager to Approve Change Order #1 to P.O. 69809 with Burnett Lime Company for Additional Funds needed to Treat Surface Water at the Dyal Water Treatment Plant. (17-207). (Utilities Director)

8. Authorize the City Manager to Approve Change Order #1 to Purchase Order 70342 with Solid Waste Management for Tipping Fees at the Brevard County Solid Waste Landfill. (17-209). (Utilities Director)

9. Approve participation in a cooperative purchase agreement for Micro-surfacing and striping of various city streets (Project # PW08SP) utilizing Polk County Bid # 15-601-SM, to authorize a purchase order in the amount of $162,220.65 to Asphalt Paving Systems. (17-221). (Public Works Director)

10. Approve the ranking for Systems Administration, Network Architecture and Security, Wireless Network Support, Storage and Backups, Virtualization Support, Application/Database Development and Support, Audio/Visual Support, Desktop Support, Physical Security, and Structured Cabling; Authorize the City Manager to negotiate hourly rates and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-17-08-COC (Professional Information Technology Services on an As-Needed Basis). (17-237). (Assistant City Manager)

VI. PUBLIC HEARINGS:

1. Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; Authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and Authorize the Mayor to sign all subsequent certifications and agreements. (17-154). (Acting Community Services Director)

2. Conduct a Public Hearing to amend the FY 2016-2017 CDBG Action Plan to reallocate funds and add a new activity in accordance with the City's CDBG Citizen Participation Plan. (17-212). (Acting Community Services Director)

VII. COUNCIL BUSINESS:

1. Conduct a hearing for the removal of Ms. Ruby Jenkins from the Diamond Square Redevelopment Agency due to neglect of duty. (17-210). (Administrative Services Director)

2. Approve an agreement with AEG Live, SE, LLC for three concerts to be executed in June and July 2017. (17-229). (Acting Community Services Director)

3. Distribution of the FY2016 Popular Annual Financial Report. (17-233). (Finance Director)

4. Provide direction as to whether City Council intends to renew the City Manager's Employment Agreement. (17-239). (City Manager)

VIII. CITY BUSINESS:

1. Approve a Resolution adjusting the FY 2017 Budget based on the Mid-Year Review, through the use of General Fund, Stormwater, and Water/Sewer Contingency, as well as General Fund, Stormwater, and Water/Sewer Reserves. Adjustments to the Budget also consist of, Budget Transfers between the appropriate Departments/Divisions to reduce the use of Reserves and Contingency. (17-214). (Finance Director)

2. Approve a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; Approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); Approve a change order with CHI for work already performed in the amount of $104,182 to P.O.69274; Approve a Resolution Amending the FY2017 Budget, and allow the City Manager to execute all associated documents. (17-220). (Acting Community Services Director)

3. Approve a resolution to authorize the City Manager to execute the FDOT Landscape Construction and Maintenance Memorandum of Agreement, and any other FDOT-required documents necessary for permits, related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (17-235). (Public Works Director)

MULTI-YEAR CONTRACTS:

4. Approve the Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc., Maitland, Florida, for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2017 through May 26, 2019. (17-127). (Utilities Director)

5. Approve Amendment #1 to the Continuing Services Agreement for Environmental Assessment & Characterization Services as approved by City Council on October 1, 2015. (17-211). (Acting Community Services Director)

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary report for April, 2017. (17-205). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 04/30/2017. (17-206). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (17-217). (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. (17-218). (Finance Director)

5. FY 2017 Budget Adjustment Report. (17-219). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for April 2017. (17-234). (Administrative Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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Legislation Details (With Text)

File #:	17-231	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/11/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of April 25, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-25-17 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2017
Agenda Date: May 23, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of April 25, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of April 25, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 25, 2017

A Regular City Council meeting was held on Tuesday, April 25, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

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

Councilman Whipple provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Kristen Eick	Assistant City Attorney
	John Titkanich, Jr.	City Manager
	Carie Shealy	City Clerk
ABSENT:	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Acting Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Tre Folston, Helpdesk Support Tech; Yvonne Martinez, Police Public Information Officer; and Larry Lallo, Economic Development Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 25, 2017 (17-165)
2. Minutes: (a) Regular Meeting of March 28, 2017 (17-166)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Regular meeting of April 25, 2017 as presented and the Minutes for the Regular meeting of March 28, 2017, as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation by Mayor Parrish. (17-168). (Mayor Parrish)

Mayor Parrish announced that April was National Volunteer Month. He thanked the City's volunteers, pointing out that they were the unsung heroes of the City. He asked Capt. Ed Lanni, a longtime volunteer for the City to say a few words. He advised that Capt. Ed was the Volunteer of the Year in 1997.

Capt. Ed Lanni mentioned that he did things for the City on behalf of the citizens who were not involved. He received the Volunteer of the Year award in 1997 and was also recognized again on October 8, 2000. In 2003 he was V-Cop of the year. He enjoys Cocoa and was glad that they moved here. He has always felt that he was destined to be here and advised that he was here today for anything and anybody.

Mayor Parrish further noted that when you look at what board members do from the Council side, they make tough decisions that affect many. Council has to respect decisions made by the boards and all volunteers are vital.

He spoke about a resident that he has known for a long time. He attended the police academy as an adult and has done a lot of other things in his life. He came to Cocoa and is very capable of bringing people together and putting on great events. He has done a lot in the past two years, including being named the Auxillary Police Officer of the Year in 2016. He puts many hours in at the police

department, yet does not get paid for it. He is always thinking outside of the box and Cocoa has moved in the right direction because of this person.
Mayor Parrish recognized Mr. Ralph S. Perrone, Sr. as the City of Cocoa's Volunteer of the Year for 2017.

Mr. Perrone thanked Mayor Parrish and noted that they just got done with the Breakfast with Chief, which raised over $20,000. All of the money will go back into activities for the children of Cocoa. Last year, he had 657 volunteer hours. He thanked everyone for the honor. Mayor Parrish presented him with a clock.

2. Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge. (17-170). (Mayor Parrish)

Mayor Parrish presented a certificate of completion to Deputy Mayor Don Boisvert for the completion of the Elected Municipal Officials III: The Leadership Challenge.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell St., Cocoa, read a statement about the significance of Easter and BACRAP. He noted that almost two years ago he stood in front of the Council, which was made up of different faces, and spoke about BACRAP. He believed that they had come along way in two years. He provided an update on homes in the neighborhood and felt that if there was a code that needed to be enforced it should be enforced the same across the board. Mr. Sinclair announced the upcoming raffle for BACRAP, and pointed out some of the prizes.

Eloise Blackman, 1316 Rosa L. Jones Drive, Cocoa, felt that she was being harassed by the police department. She spoke about how a few years ago her son was thrown out of a two story building, and after running to check on him a police officer beat her. She further spoke about an incident when the police came and busted her house for gambling. A gun was put to her head and they threatened her life and grandkids life. They took every penny that she and her husband saved, plus they took her husband's insurance money after he passed away.

Additionally, this past Friday night the police were chasing someone and hit a tree in her yard. She was asleep and naturally she got up to see what was happening. The police told her to get back in before she was taken to jail. She was not aware of what had happened and when she asked the officer for his

name and badge number he refused to give it to her. She is tired of them harassing her and taking from her and if she was wrong she would like to know what to do.

Mayor Parrish asked City Manager Titkanich to look into this, as her number is 321-537-1973. Ms. Blackmon stated that she had told them about this before but hopefully this time they would do something about it.

V. CONSENT AGENDA:

1. Approve a Change Order for additional source removal/site closure activity costs for the property located at 6 Forrest Avenue in the amount of $10,760. (17-153). (Community Services Director)

2. Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95; and to Authorize the City Manager to Execute the Agreement. (17-159). (Utilities Director)

3. Approve a Budget Resolution to transfer $70,000 from the Public Works (Professional Services) 001-3510-541.31-00 account to the Community Services (Professional Services) 001-3200-515.31-00 account. (17-160). (Community Services Director)

4. Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $20,000 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919. (17-164). (Utilities Director)

5. Approve Amendment 4 to Task Order 23 with CDM Smith to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR) Project No. WS1222. (17-167). (Utilities Director)

6. Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital; (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales; Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921; Effective Dates January 25, 2017 through January 25, 2022. (17-169). (Public Works Director)

7. Authorize a Resolution and Budget Amendment to Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017. (17-171). (Administrative Services Director)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the Consent Agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2017/1st Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the State Planning Agency and other reviewing agencies for review and comment pursuant to the Community Planning Act. (17-172). (Community Services Director)

Assistant City Attorney Eick read Ordinance No. 08-2017 into the record by title only, as follows. She advised that this was the first reading of the Ordinance.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL"; PROVIDNG FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMMENT.

She noted this was a first reading of the ordinance and a transmittal hearing. After this initial public hearing the City would transmit to the State Planning Agency and to other reviewing agencies pursuant to the Community Planning Act. The State and reviewing agencies have 30 days from receipt of the transmittal to provide comments to the City.

Mr. Belden advised that the applicant, Kimberly B. Rezanka was in attendance on behalf of the property owner, 2075 W. King Street Land Trust, who was requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66 acre subject parcel from “Low Density Residential” to “Medium Density Residential”.

Mr. Belden explained the current future land use and the proposed change.

Staff and the Planning & Zoning Board reviewed all of the listed conditions and the Planning & Zoning Board unanimously recommended approval. He advised that the applicant had a presentation.

City Manager Titkanich clarified for the record that there were two future land uses being done.

Kim Rezanka spoke on behalf of the applicant advising Council of how the project came about. The land is a large conservation area and cannot be utilized for many things. An assisted living facility seemed to make the most sense, as it was a low density use and had less parking requirements. It was intended to be a 100 room facility. There would be shared access through the center of the property, which is located between the Honda and Hyundai dealerships in Cocoa. She noted they were initially going for commercial zoning but staff felt that it should be residential. They have no intentions of apartments or doing anything sneaky with the property.

Mayor Parrish opened the hearing the public.

Ralph Perrone, Sr., 2120 N. Indian River Drive, mentioned that he was not aware that this would be a topic tonight and that the neighbors did not know either. He owns the property to the south and although none of them opposed the intent for the property, they would ask the Planning & Zoning Board to stipulate that if this was approved, what was built would stay there.

Additionally, if in the county they would typically require a wall to be built between the properties, in order to divide residential and commercial. Mr. Perrone noted that the property he owned was 21 acres on Pluckebaum. He reiterated that they do not oppose their intentions but want it to be kept as built.

Mr. Belden explained the setback and height of the structure and the stipulations for changing the zoning from RR1 to RR 15. He advised there was plenty of

room and a wall could be a condition for approval for the special exception. Mr. Perrone felt that was acceptable.

City Manager Titkanich clarified that staff would recommended this as a condition of the exception of the Board of Adjustment but cannot dictate what the board does. They can recommend the law and the buffer.

Additionally, at the request of the City Manager, Mr. Belden advised that the public hearing was legally advertised and that notices had been sent out to adjacent property owners. The second notices were hand delivered.

Mayor Parrish asked if the City Manager can confirm that six months from now this does not change. In response, City Manager Titkanich advised that they were approving a future land use on this item and the subsequent item was for rezoning. All zoning uses within the category would be permitted. He stated that they could not do specific changes because they would be going against the Code.

Mayor Parrish then asked if things could change between now and a second hearing. In response, City Manager Titkanich reiterated that this was a transmittal hearing and a development agreement could be done.

Assistant City Attorney Eick noted that an option would be to ask for a development agreement and if changed to RU-2-15 than any of those uses could be built.

Mr. Perrone asked if they could ask if the applicant was willing to do that since they were in attendance. In response, City Manager Titkanich advised that staff had worked with the applicant and the applicant was looking to get some certainty in moving this along. He noted this would go to the State and coming back in 31 days. He further noted that maybe there was an agreement that they were willing to enter into in order to assure neighbors of the uses.

Ms. Rezanka advised that their original intent was to go commercial and they received a request from the City Attorney's office to do a Development Agreement. They had no problem doing walls and setbacks. She reiterated that there was very little that could be done on that land and discussed further concerns in detail.

Councilwoman Warner felt that there were really no changes being done. She understood Mr. Perrone's concerns, but everything else would be addressed at the Board of Adjustment. She did not see any reason not to move forward on this tonight.

City Manager Titkanich apologized on behalf of the City for the month delay in this item. It was not purposeful and he thanked both Ms. Rezanka and the applicant for their understanding.

Councilman Whipple asked about the wall and if something was already in the plans for this. Ms. Rezanka noted that it would be something solid but until the survey and other things were completed engineering does not know what could be put there. The Code also required landscaping.

City Manager Titkanich stated that the Board of Adjustment can impose that wall be done.

Larry Sinclair, 1052 Mitchell Street, Cocoa, asked what position Council was supposed to take on this item. In response, City Manager Titkanich advised him of staff's recommendation. Mr. Sinclair re-clarified that they had to get approval through the Board of Adjustment, and in response, the City Manager mentioned assured him that there were still several approvals that this had to go through.

Mayor Parrish closed the hearing to the public.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 08-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 09-2017/1st Reading: Amending the Zoning Designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-173). (Community Services Director)

Assistant City Attorney Eick read Ordinance No. 09-2017 into the record, by title only as follows. She noted that this was the first reading of the Ordinance.

ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY .25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Assistant City Attorney Eick advised that this was in conjunction to the comprehensive plan ordinance that was just approved. This ordinance was contingent upon Ordinance No. 08-2017 being approved.

Mr. Belden advised the Planning & Zoning Board unanimously recommended approval of this ordinance at its April 12, 2017 meeting.

City Manager Titkanich clarified Mr. Sinclair's question as to uses allowed on RU-2-15.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 09-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate. (17-150). (Chief of Police)

Chief Cantaloupe presented the item.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval to increase the revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO. (17-136). (Chief of Police)

   Chief Cantaloupe presented the item and advised that this money would be used for training.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple,t o approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Amendment to Agreement with Brevard Robotics, Inc.; Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524; Approve a Resolution Amending the FY2017 Budget; and Authorize the City Manager to Execute the Amendment. (17- 158). (Utilities Director)

   Ms. Ennis read the item into the record.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility. (17-179). (Public Works Director)

   Mr. Wegerif presented the item advising that at the last Council meeting a resolution was passed to acquire properties from FDOT. Part of the plans for the

US 1 construction were to put a small stormwater treatment area there, where there was a small portion of the property that was draining into the river. They have preliminarily designed a stormwater pond. Currently, they are working on the deed. Concurrently, Mr. Wegerif advised that the new fire station on SR 524 needs a lot of fill, so they can take from this site and use it there. This could be the case for the other fire stations also.

Further discussion was held on the history of the property and what it was used for.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Approval to extend the multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019; and Authorize the City Manager to sign associated contract addendums. (17-130). (Administrative Services Director)

Ms. Gemmati presented the item. She answered a question posed by Mayor Parrish regarding how much a broker cost the City. She advised that the City does not pay a benefit broker and that the Gehring Group was paid on a commission structure through benefits.

She advised that this was an attachment of the current contract and the reason that this was coming before Council was that it was suggested to piggy back off of another city or go through the RFP process. She did research and all of the City's have different benefits and benefit arrangements. Some of them would increase our costs where this would not.

Moreover, all of the three cities that were in a partnership with the health center use the Gehring Group also, so they all rely on them.

Councilwoman Warner asked how much the City had saved and Ms. Gemmati provided the numbers and advised that they have also helped with compliance issues and other changes that the City had to manage on a daily basis.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 03/31/2017. (17-152). (Finance Director)

2. Relation between the estimated and actual income and expenses to date. (17-155). (Finance Director)

3. FY 2017 Budget Adjustment Report. (17-156). (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. (17-157). (Finance Director)

X. REPORTS:

Mr. Wegerif showed a photo of the new Florida historical marker at the Porcher House. He noted that it was realized at the Centennial celebration that there was no marker, so Rhonda Dingman worked with Michael Boonstra on the detailed wording. Every statement had to be authenticated and he thanked them for their hard work in doing this. The City was very proud of this and hopefully it would be there for a long time.

Mr. Wegerif provided an update on the historical Harry T. Moore Center pointing out that the floors have been taken out. All were removed except for five which were saved. The ground had been sealed and plywood would start going down. Work is well underway and they were hoping to be completed in July. If not, they will get an extension.

Councilwoman Warner mentioned that over the weekend in Circle Park there was a tree planted and a stone laid for a lady who had lived there for many years. Mr. Wegerif was aware of this and assured Council that they had gone through the Memorial Tree procedure through Leisure Services. He mentioned he saw it today and thought it looked nice.

Chief Cantaloupe advised that there were two new parking spots at the police department dedicated to internet exchanges. He encourages anyone who is doing a buy/sell from an internet to use these spots as safety precautions.

Mr. Belden provided an update for Councilman Whipple regarding vacant property being used. Since that meeting he had a meeting with Major Austin and Dennis Bunt, the Code Supervisor. They have formulated a plan to address the issue happening in various parts of the City. They know where the issues are and Code will begin to go out and tag vehicles and other items. They will begin to see more activity taking place with this new manager on board.

Mayor Parrish invited Charles Watson up to speak, who turned in a delegation card late.

Charles Watson, 1203 Montclair Road, Cocoa, spoke about the dangers of fluoride in the water. He spoke in detail about research that he had done in regards to this subject and felt it was a serious health risk to residents.

Councilman Whipple advised that they asked for his contact information at the District 1 meeting. He asked if this was a project or a personal venture to get the message out. Mr. Watson advised it was personal.

Assistant City Attorney Eick mentioned, at the request of Mayor Parrish, that City Attorney Garganese was attending his daughter's confirmation.

City Manager Titkanich shared exciting news and announced that the Assistant City Manager and his wife, Andrea, had a baby boy late Sunday night. He congratulated them both.

He spoke about his various trips to Tallahassee and the status of bills that were of concern to the City.

He provided detail of the bills. He specifically spoke about HB 47 which will not have the affect like initially intended. Additionally, the CRA bill, although was on

second reading in the house today, was not the same bill as originally filed and there were a number of changes to it.

A lot of progress was being made and communities were advocating and the bill was more reasonable today.

The wireless communication bill was moving forward and the vacation rentals bill was being gutted. The Public Records bill also passed, which was a good thing for cities.

He talked about the bill that would provide Brownfields additional funds over the next few years and noted that the homestead exemption bill will be heard tomorrow. Lastly, he spoke about bills in regards to fire fighters/medics were further talked about.

City Manager Titkanich advised Council that they had received the Florida League of Cities Stats Survey and the City would be complying with the deadline to get information submitted.

He mentioned his attendance May 5-10 at the APA-NPC Conference in New York City. He would appoint Assistant City Manager Fuhrer as Acting City Manager.

He noted that Mr. Belden had provided an update on Code and he reiterated that as it integrated with the police department they would see more code activity.

In closing, City Manager Titkanich reminded Council that Capitol Improvement budgets had been submitted and they were currently going through the process of reviewing the requests. There would be a Budget Priority Workshop on June 29, 2017, budget books would be distributed July 17, and there would be a Budget Workshop in August.

Councilman Whipple thanked all directors for their presentations at the District 1 Town Hall meeting. He believed it was a job well done. He apologized for missing the ribbon cutting for the new business the “Wine Lady”, but assured them he would visit the store.

He thanked the City Manager for the information regarding Code Enforcement and was looking forward to the budget process.

Councilwoman Blanco apologized for being sick.

Councilwoman Warner attended a neighborhood watch meeting in Cocoa Hills area at Hillcrest and Warren St. Mr. Bunt, the Code Supervisor attended the meeting and she believed it was really good. Residents had more to say about Code then they did the police department. She felt it would be good if the Chief continued to have him attend those meetings.

In closing, she noted that on Saturday night Canine Copper entered his first dog show at the Indian River Coon Hound Club and won “Best in Show”.

Deputy Mayor Boisvert advised that he attended the grand opening at the “Wine Lady” and spoke about the owners who also own a business in Orlando. They fell in love with the village and wanted to open a business here. There was however, a lot of complaining about the parking situation in the village and he assured those residents/visitors that the parking situation was being looked into.

In closing, Deputy Mayor Boisvert mentioned that people were happy with what was going on in the City and S.R. 524 was progressing.

Mayor Parrish believed that the Police Department was the best place for Code to be and asked Mr. Belden the status of Community Services. In response, Mr. Belden noted that they were very busy with site plans and permits, and that an outside firm was unitized to provide inspection and plan review services. The firm was helpful in keeping them up with the fast pace that it was moving. They are now at a normal review point.

Mayor Parrish wanted to make sure that an analysis did not need to be done in Community Services to ensure proper staffing, etc.

Mayor Parrish believed that the City needed to react to issues such as a parking structure, a new civic center, and the Joe Lee Smith Center for Justice. He felt good about the city’s four corners, but wanted to make sure they were looking at all things. He was not complaining, just worried. He advised that down the road, they do not want to realize they needed more help or were having issues.

He mentioned that the budget process was approaching and they need to look in to items and be ready for the future.

Deputy Mayor Boisvert thanked City Manager Titkanich for representing the City well in both Tallahassee and at the County's CRA workshop. All of Council concurred.

In response, City Manager Titkanich spoke about the CRA workshop, pointing out that the County was concerned, but there was a desire to come together to formulate interlocal agreements in regards to delegated CRA's. Commissioner Barfield was insightful in his thoughts. There was a new public records request and the City would respond accordingly.

Councilman Whipple supported the Mayor and his sentiments and going forward with projects that needed to be done.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert;Seconded by Councilman Whipple, to adjourn the Regular meeting of April 25, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

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Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-203	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/28/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Proclamation: Proclaiming National Public Works Week 2017.(Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Works week 2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2017
Agenda Date: May 23, 2017
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, P.E.
Requested Action:
Approve the proclamation for National Public Works Week 2017

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve the proclamation for National Public Works Week 2017

PROCLAMATION

WHEREAS, *public works services provided in our community are an integral part of our citizens' everyday lives; and*

WHEREAS, *the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets and highways, stormwater management, public buildings and solid waste collections; and*

WHEREAS, *the health, safety, and comfort of this community greatly depends on these facilities and services; and*

WHEREAS, *the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and*

WHEREAS, *the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week of May 21st, 2017 as:*

"NATIONAL PUBLIC WORKS WEEK"

in the City of Cocoa, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works employees make every day to our health, safety, comfort, and quality of life.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of May, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	17-208	**Version:**	2	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/4/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Proclamation: Proclaiming May 2017 as Lupus Awareness Month in the City of Cocoa. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lupus Awareness Month.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2017
Agenda Date: May 23, 2017
Prepared By: Angela Ferguson, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming the month of May 2017 as Lupus Awareness Month.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_

____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

PROCLAMATION

***WHEREAS**, each year, May is designated as Lupus Awareness Month to show support and raise awareness for the estimated 5 million people who have lupus; and*

***WHEREAS**, lupus is a cruel and mysterious chronic (lifelong) autoimmune disease in which the immune system is unbalanced, causing inflammation and tissue damage to virtually every organ system in the body; and*

***WHEREAS**, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure; and*

***WHEREAS**, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus - a disparity that remains unexplained, and*

***WHEREAS**, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and*

***WHEREAS**, there has been only one new drug approved by the U.S. Food and Drug Administration specifically for lupus in 56 years; current treatments for the disease can have damaging side effects; and*

***WHEREAS** 100,000 Floridians are affected by lupus.*

***NOW THEREFORE**, I, Mayor Henry Parrish on behalf of the Cocoa City Council, do hereby proclaim May as:*

"Lupus Awareness Month"

I urge each of our citizens to observe this month by educating themselves on the symptoms and impact of lupus, and to join with the Florida Chapter of the Lupus Foundation of America in supporting programs of research, education, and community service.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of May, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	17-216	**Version:**	2	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/8/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Proclamation: Proclaiming May 23, 2017 as Trafford Realty Company Day and recognizing 100 years in business in Cocoa. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Trafford Realty 100 years.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2017
Agenda Date: May 23, 2017
Prepared By: Angela Ferguson, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming May 23rd 2017 as Trafford Realty Company Day and recognizing 100 years in business in Cocoa.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_

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____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *In 1917, A. R. "Roy" Trafford and Russell Field opened Trafford and Field Realtors at the corner of Brevard Avenue and Harrison Street, in what is now Ossorio Bakery and Café in Historic Cocoa Village, to serve the residents of the City of Cocoa and the Brevard County community; and*

WHEREAS, *in 1964 Trafford Realty Company moved to its current location at 305 Brevard Avenue, where it remains to this day, an anchor business in Historic Cocoa Village's quaint neighborhood of shops, restaurants, entertainment and cultural venues; and*

WHEREAS, *in 1953 Roy Trafford retired as president of Trafford Realty Company and named his son, A. H. "Al" Trafford, president, and Al served as such until his retirement in 2009; and*

WHEREAS, *Trafford Realty Company's leadership has witnessed the growth of the City of Cocoa, from a small town built on the fishing and citrus industries, to a thriving city of over eighteen thousand residents and over one thousand registered businesses; and*

WHEREAS, *Trafford Realty Company was instrumental in the development of some of Brevard County's most well-known subdivisions dating from 1924 through the 1970s, including Carleton Terrace, Riverview Acres and Hardee Circle, Cocoa Isles, South Merritt Estates, and The Ranches; and*

WHEREAS, *Trafford Realty Company has successfully endured the effects of World Wars, economic depressions and recessions, local natural disasters, and man-made catastrophes; and*

WHEREAS, *for one-hundred years, Trafford Realty Company and its professional, experienced associates have expertly facilitated the sales and purchases of thousands of residential and commercial properties, and continues to serve the residents and businesses of the City of Cocoa and Brevard County, with a reputation as one of the community's most trusted and respected businesses.*

NOW, THEREFORE, *I, Mayor Henry Parrish on behalf of the Cocoa City Council, do hereby proclaim Tuesday, May 23, 2017 as:*

"Trafford Realty Company Day"

The City of Cocoa congratulates Trafford Realty Co. for their 100 years of service to our community.

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 23rd day of May, 2017.

_____

Mayor

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	17-238	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/15/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Proclamation: Proclaiming Mr. Willie G. (Gino) Williams as "An American Hero and Beyond." (Mayor Parrish & Councilman Whipple)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	An American Hero and Beyond.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Willie G. Williams (Gino) was born in Cocoa, Florida, where he graduated from Monroe High School in 1967; and*

WHEREAS, *in 1966 he was drafted by the St. Louis Cardinals baseball team and then later played the position of third baseman in Pine Bluff, Arkansas for an AA baseball team; and*

WHEREAS, *on December 13, 1968 he was drafted into the U.S. Army, and he attended basic training in Fort Benning, Georgia. After basic training he was reassigned to Ft. Jackson, South Carolina; and*

WHEREAS, *Mr. Williams received extensive training in preparation for Vietnam. While in Vietnam, he served with two Combat Infantry Units, and earned a Combat Infantry Badge, a Bronze Star with two gold oak leaf clusters, the Vietnam Service Medal with two bronze service stars, and the Vietnam Campaign Medal with device 60; and*

WHEREAS, *on January 29, 1971, Mr. Williams was honorably discharged from active duty service; and*

WHEREAS, *Mr. Williams worked for the Department of Defense as a Civil Servant for 22 years, and due to his passion for military service, he joined the Florida National Guard in October, 1978. He served as a Military Policeman in support of Operation Desert Storm. He served as First Sergeant until his Unit's deactivation from active duty status on June 23, 1993.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim Mr. Willie G. Williams as:*

"An American Hero & Beyond"

And thank him for his lifelong career of Federal Civic Service and Active Military and Guard Service to this great nation.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of May, 2017.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	17-140	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	5/1/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve accepting a donation of equipment in the amount of $7,428 and amending the budget to increase revenues and expenses correspondingly with the attached Budget Amendment Form. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Donated shields Shields and scope backup documentation 5.1.17.pdf Budget Resolution 2017.pdf BAF-PD-Shields and Scope (5-23-17)~Agenda 17-140.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2017
Agenda Date: May 23, 2017
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael Cantaloupe, Department Director
Requested Action:
Council to approve a Resolution accepting a donation of equipment in the amount of $7,428 and amending the budget to increase revenues and expenses correspondingly with the attached Budget Amendment Form.

BACKGROUND:

Cocoa Police Department received an anonymous donation of a rifle rated ballistic shield, three pistol rated ballistic shields, and a rifle scope, which we would like to put into operations for public safety use. These items will be available for day to day operations by officers and investigators in addition to being used during special operations.

Council previously approved agenda item 17-93 accepting the donation of the shields and the rifle scope. This is for budgetary purposes.

STRATEGIC PLAN CONNECTION:

Public Safety/Crime.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$7,428
Account Number	001-0000-366.10-09
Account Name	Police/Fire Departments Donations

Source of Funds:
____ State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X_ Transfer Acct #: 001-2100-521.64-00 : $5,928
001-2100-521.52-00 : $1,500

PREVIOUS ACTION:

Council previously approved agenda item 17-93 accepting the donation.

RECOMMENDED MOTION:

Council to approve a Resolution accepting a donation of equipment in the amount of $7,428 and amending the budget to increase revenues and expenses correspondingly with the attached Budget Amendment Form.

Invoice

Invoice	INV0603941
Date	1/30/2017
Page	1
Order	DPT000205437

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761

(512) 451-8298

Bill To:

Cocoa, City of (FL)
Attn: Accounts Payable
65 Stone Street
Cocoa FL 32922

Ship To:

Cocoa Police Department
1226 West King Street
Attn: Anthony Marchica
Cocoa FL 32922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Pmt Terms	Req Ship Date	Master No.
12/07 - SHIELDS	010116	JL	FACTORY DIRECT	PRE-PAID	1/28/2017	1,551,119

Ordered	Shipped	B/O	Item Number	Description	UOM	Unit Price	Ext. Price
3	3	0	PTA-2034I*	Protech TSI 1 Shield, 20"x34" AUSTIN Free POLICE decal. Pricing per FL State Contract #680-850-11-1. Free freight	EA	$546.00	$1,638.00
1	1	0	PTA-1936P*	Protech-NATO 2-Enhanced-20" X 34" AUSTIN Free POLICE decal. Pricing per FLSC	EA	$4,289.25	$4,289.25

RECEIVED
FEB 01 2017
BY: SG

FFL Number: **Expiration Date:**

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Sandi White. Thank You.
Anthony Marchica - 321-576-5983
amarchica@cocoapolice.com Paid CK#1780 $5,927.25

Subtotal	$5,927.25
Misc	$0.00
Tax	$0.00
Freight	$0.00
Amount Received	$0.00
Balance Due	$5,927.25

GM201I01 CITY OF COCOA, FLORIDA 5/01/17
Adjusting Journal Transaction 13:43:07

```
Group number . . . . . :      2629  RCRD DONATED POL SHIELDS *
Accounting period  . . . :    06/2017              mm/yyyy
Posting date . . . . . :      00000000             mm/dd/yyyy

Transaction information:
  Transaction date . . . . :  03/14/2017            mm/dd/yyyy
  Document number  . . . . :  2629
  Account number . . . . . :    1-0000-366.10-09  POLICE/FIRE DEPTS *
  Project number . . . . . :
  Debit amount . . . . . :                .00
  Credit amount  . . . . . :          5,927.25
  Description 1  . . . . . :  RCRD DONATED POL SHIELDS *
  Description 2  . . . . . :  4 SHIELDS
  Transaction type code  . :
  Bank code  . . . . . :       0
```

Press Enter to continue.
F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging

GM201I01 CITY OF COCOA, FLORIDA 5/01/17
Adjusting Journal Transaction 13:43:14

```
Group number . . . . . :      2630  RCRD DONATED POL RFLE SCP
Accounting period  . . . :    06/2017              mm/yyyy
Posting date . . . . . :      00000000             mm/dd/yyyy

Transaction information:
  Transaction date . . . . :  03/14/2017           mm/dd/yyyy
  Document number  . . . . :  2630
  Account number . . . . . :    1-0000-366.10-09 *POLICE/FIRE DEPTS
  Project number . . . . . :
  Debit amount . . . . . :                .00
  Credit amount  . . . . . :          1,499.99
  Description 1  . . . . . :  RCRD DONATED POL RFLE SCP *
  Description 2  . . . . . :  LEUPOLD 67970 MARK 4
  Transaction type code  . :
  Bank code  . . . . . :       0
```

Press Enter to continue.
F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging

GM200I04 CITY OF COCOA, FLORIDA 5/01/17
Fiscal Year 2017 Account Balance Inquiry 13:44:24

Account number . . . : 1-0000-366.10-09

Fund . . . . . : 001 GENERAL FUND
Department . . . . . : 00
Division . . . . . : 00
Activity basic . . . : 36 MISCELLANEOUS REVENUES
Sub activity . . . . : 6 CONTRIBUTIONS & DONATIONS
Element . . . . . : 10 DONATIONS-PRIVATE SOURCES
Object . . . . . : 09 POLICE/FIRE DEPTS

Estimated revenue . . . . . :	0		
Actual receipts - current . . :	.00		
Actual receipts - ytd . . . . :	.00		
Unposted receipts . . . . . :	.00		
Total receipts . . . . . :	.00	0.0	%
Unrealized revenue . . . . . :	.00	0.0	%

F7=Project data F8=Misc inquiry F10=Detail trans
F11=Acct activity list F12=Cancel F13=Misc Budget F24=More keys

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2017
Agenda Date: March 14, 2017
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations.

BACKGROUND:

The Cocoa Police Department received an anonymous donation of a rifle rated ballistic shield, three pistol rated ballistic shields and a rifle scope which we would like to put into operations for public safety use. These items will be available for day to day operational use by our officers and investigators in addition to being used during special operations.

STRATEGIC PLAN CONNECTION:

Public Safety/Crime.

BUDGETARY IMPACT:

There is no impact to the budget, this is a donation.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations.

RESOLUTION NO. 2017-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 05/01/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,428	001-0000-366.10-09		Public Safety Private Donation Account	$ 0	$ 0	$ 7,428	$ 7,428
$ 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
$ 7,428	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,928	001-2100-521.64-00		Law Enforcement/Capital	$ 76,496	$ 55,360	$ 61,288	$ 16,654
$ 1,500	001-2100-521.52-00		Law Enforcement/Operating	$ 142,066	$ 156,521	$ 158,021	$ 33,225
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 7,428	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment form is being done to accept the revenue and the expenses (journal) the donation of shields and a rifle scope previously approved by council on 3/14/17.
Agenda 17-140

City Council Approval Required? *YES* (●) *NO* ( ) **DATE APPROVED:** 05/23/17 **RESOLUTION #:** 2017-57

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/1/17	Susan Austin (Digitally signed by Susan Austin Date: 2017.05.01 14:51:46 -04'00')	5/2/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.04 09:08:29 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/1/17	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2017.05.01 17:27:21 -04'00')	5/4/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.04 14:27:26 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-177	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/17/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget to Purchase Chemicals and Regulatory Testing Supplies necessary to run both the Surface Water and Ground Water Operations for the Remainder of the Fiscal Year. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Budget Adjustment - FY 2017 Agenda Approval 2.14.2017 02_14_17 Quote for Generator INVOICE 17WE2966236 BAF-UT-Increase Funds into 52-00 from 46-00 (5-23-17) Agenda 17-177.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2017
Agenda Date: May 23, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2017 Budget to Purchase Chemicals and Regulatory Testing Supplies necessary to run both the Surface Water and Ground Water Operations for the Remainder of the Fiscal Year

BACKGROUND:

The auxiliary generator #1 at the Dyal Water Treatment Plant required emergency repairs. This critical piece of equipment was leaking oil from a rear main seal that sprayed oil all over the generator. The repairs came in under the quoted amount because we caught the repair before it caused extensive damage to the generator. This generator had been leaking oil for a period of time, and no maintenance had been performed in at least two years.

Staff is requesting approval to transfer funds from Account No. 421-4020-536.46-00, Repairs and Maintenance (intended for the emergency generator repairs at Dyal) into Account No. 421-4020-536.52-00, Operating Supplies.

The transfer of these unused funds is necessary for chemicals and supplies required for water

production. The Dyal WTP has seen an increase in demand this fiscal year partially due to the unusually dry conditions. The Surface Water Plant has been offline for 5 years and has been operating on and off. Increased operating costs have depleted the operating account at the Dyal WTP and more funds are needed for FY2017. The estimated repair was $219,108.90 and came in at $51,834.93 leaving available funds in the amount of $167,273.97.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$167,000
Account Number	421-4020-536.52-00
Account Name	Operating Supplies
Source of Funds	421-4020-536.46-00, Repairs & Maintenance

PREVIOUS ACTION:

On February 14, 2017, City Council approved the emergency generator repair.

In March 2017, the Dyal Water Treatment Plant repaired the backup generator #1. The actual cost of the repair was $51,834.93 leaving a balance of $167,273.97 on the PO.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2017 Budget to Purchase Chemicals and Regulatory Testing Supplies necessary to run both the Surface Water and Ground Water operations for the remainder of this fiscal year.

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RESOLUTION NO. 2017-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

V. CONSENT AGENDA:

1. Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services. (16-564). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

2. Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order. (17-58). (Utilities Director)

   - **Approved.**

3. Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project. (17-64). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

4. Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (17-67). (Utilities Director)

   - **Approved.**

VI. PUBLIC HEARINGS:

1. Ordinance No. 01-2017/ 2nd & Final Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (17-68). (Community Services Director)

   - **Ordinance No. 01-2017 approved on second and final reading.**

2. Ordinance No. 02-2017/ 2nd & Final Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (17-69). (Community Services Director)

   - **Ordinance No. 02/2017 approved on second and final reading.**

Ring Power CAT

Power Systems Division

godwin pumps

SYKES AmeriPUMPS

SULLAIR

OLYMPIAN GENERATORS

CAT Power Systems

ST. AUGUSTINE	DAYTONA BEACH	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	401 North Tomoka Farms Rd	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Daytona Beach, FL 32124	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	386-947-3363	352-732-4600	407-855-6195	813-671-3700

SALES *SERVICE* *PARTS* *LEASING* *RENTALS*

Customer: City of Cocoa WWTP Dyal

Address: 28400 St. Rd. 520

city, state, zip: Cocoa Fl 32709

ATTN: Tim Dyar (321) 635-7774

Date: 01/10/17
REFERENCE: call out
Estimate on Model: 3516
Serial Number: 25z02388
Terms:
QUOTE #:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Ring Power Systems is pleased to offer the following estimate for your consideration.		
WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS		
Scope of Work:		
Remove Generator end, Rewind Generator end, Reinstall Generator end, replace rear main seal		
Dismantle & analyze Generator		
Clean all parts		
Verify Mechanical fits		
Rewind, Dip & Bake exciter stator		
Rewind, Dip & Bake Exciter Rotor		
Rewind, Dip & Bake main stator		
Rewind, Dip & Bake main rotor		
Install new bearing, sleve and rectifier		
Install new front & rear seal		
NOTE: does not include any hidden or concealed damages. Final quote to be provided uopn tear down and evaluation		
SUBTOTAL:		$ 218,808.90
ENVIRO/MISC:		$ 300.00
TAXES:		
Misc.Supplies/Enviro:		
Items used on the job and/or become part of the job that are company supplied:		
le: Lock-tite,never sleze compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rages or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt).		
Charged as 7% of document total, not to exceed $300.00		
P.O.# _____ (if required)		
TOTAL ALL STATE AND FEDERAL TAX APPLIED TO TOTAL		$ 219,108.90

QUOTATION ACCEPTED BY: _____ DATE: 2/14/2017 TAX#: _____

John A. Titkanich, Jr., AICP, City Manager

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **Ernie Vollenweider 321-262-3828**

TERMS:

If you should have any questions, comments or would like to schedule this repair, please contact the above personnel. This estimate is made subject to buyer's acceptance within thirty (30) days from this date. All prices subject to change without notice and those in effect on the date of completion shall prevail. Customer will be contacted should estimate exceed 15%.

Description:

Emergency Generator #1 at the Dyal Plant requires immediate emergency repair. This generator is one of two generators used in tandem to supply back-up power during loss of commercial power during storms. Both these generators are critical to the production of Water Treatment at the Plant. We are currently relying on a rental generator from Ring Power at a cost of $22,000.00 per month to support us. The immediate repair of Emergency Generator #1 would save us the cost of the rental and protect us during the upcoming Hurricane and Storm Season.

Scope of work:

Dismantle & Analyze Generator

Clean all parts

Verify Mechanical fits

Rewind, Dip & Bake Exciter Stator, Rotor, Main Stator, and Main Rotor

Install new Bearing, Sleeve and Rectifier

Install new Front & Rear Seals

Estimated Cost is: $ 219,108.90 Final Quote to be provided upon tear down and evaluation.

Background Information: Emergency Generator # 2 was rehabbed last year. The Estimated Cost was $218,788.97 for the same Scope of Work as Emergency Generator #1.

Actual Cost came in at $89279.40 for Emergency Generator #1

PO`s issued for Emergency Generator #1 FYI 16 68338 & FYI 17 69825

Ring Power® CAT

Ring Power Corporation
415 Community College Pkwy S E
Palm Bay, FL 32909
(321) 952-3001

Cat Rental Store
Heavy Equipment
Power Systems
Lift Trucks
Ring Used Parts
Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

INVOICE

17WE2966236 ← Please refer to this number on remittance

SOLD TO

CITY OF COCOA
ACCOUNTING DIVISION
65 STONE STREET
COCOA FL 32922

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
17WE2966236	03-30-17	008853	70060	17	E	622	2	1

PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED	INVOICE SEQ. NO.
1772751	03-06-17	1A	10	10		03-30-17	2558450

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	3516	025Z02388			

QUANTITY	ITEM	*N/R	DESCRIPTION	UNIT PRICE	EXTENSION

REPAIR GENERATOR SET

REPAIR PER ESTIMATE FOR GENERATOR END

F/R ALL 51834.93 *

SEGMENT 01 TOTAL 51834.93 T

AMOUNT 51834.93
TAX EXEMPTION LICENSE 858012621548C8

"TERMS NET 30 DAYS FROM DATE OF INVOICE"

PO 70060
Reg 32418

RECEIVED
APR - 6 2017
BY:

Servicing All Makes All Models of Trucks, RVs & Buses. Comments? www.rptrucks.com/feedback

ALL MERCHANDISE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

PAY THIS AMOUNT	51834.93
AMOUNT CREDITED	

Remit to: Ring Power Corporation
PO Box 935004
Atlanta, GA
31193-5004

(See Reverse)

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 05/04/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 167,000)	421-4020-536.46-00		Repairs and Maintenance	$ 2,047,100	$ 1,906,866	$ 1,739,866	$ 684,128
$ 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
($ 167,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 167,000	421-4020-536.52-00		Operating Supplies	$ 3,037,330	$ 3,037,330	$ 3,204,330	$ 233,067
$ 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
$ 167,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Approve a Resolution amending the FY2017 Budget for the transfer of funds from Repair and Maintenance into Operating Supplies. These funds are needed to purchase chemicals and regulatory testing supplies necessary to run both the Surface Water and Ground Water operations for the remainder of this fiscal year. This is agenda item 17-177, scheduled for 05/23/17 City Council.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-55

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/4/17	Joyce Williams (Digitally signed by Joyce Williams)	5/9/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.09 09:23:55 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/4/17	John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	5/9/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.09 11:39:00 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-180	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/19/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget to Cover Overtime Expenditures at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Payroll Worksheet FY17.pdf 5 Year Expense Actual Comparison 2017 Resolution Budget Adjustment - FY 2017 BAF-UT-Overtime (5-23-17)~ Agenda 17-180..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2017
Agenda Date: May 23, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: Jack A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2017 Budget to Cover Overtime Expenditures at the Dyal Water Treatment Plant

BACKGROUND:

The Dyal Water Treatment Plant experienced two emergency well field pipe repairs this fiscal year. We have had several critical pieces of equipment that required overtime to install and maintain (High Service Pump #3 Install, New Lime Slaker Install, Emergency Generator Support and four (4) influent valves for the Surface Water Filters).

The standby pay of $21,769 from the payroll worksheet was omitted in this year's overtime budget leaving us short of funds. As storm season approaches and summer vacations begin, the Dyal WTP sees an increase in overtime pay. The five-year average for the last six months of the fiscal year has run $49,692.

Staff is requesting approval to transfer additional funds necessary to meet the operational needs of the Dyal WTP.

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STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$50,000
Account Number	421-4020-536-14-00
Account Name	Overtime
Source of Funds	421-4020-536-12-00

PREVIOUS ACTION:

On March 6, 2017, a budget adjustment for $49,000 was approved by the City Manager.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2017 Budget to Cover Overtime Expenditures at the Dyal Water Treatment Plant.

FundDD-Pos/Seq	Actual Position Title	Grade	Level	Last Name	OVERTIME HOURS	Overtime Cost	STANDBY HOURS	Standby Cost	2nd SHIFT HOURS	2nd Shift Cost	3rd SHIFT HOURS	3rd Shift Cost
421 - WATER/SEWER ENTERPRISE					⇩		⇩		⇩		⇩	
4020 - DYAL PLANT												
4214020-203/001	ADMINISTRATIVE ASSISTANT	GH	5	GARDNER	40.00	862.20						
4214020-282/007	SYSTEMS ANALYST	GE	10	LYNCH								
4214020-339/001	ASST SUPERINTENDENT-WATER	GE	12	VACANT								
4214020-342/001	SUPERINTENDENT	GE	15	HOWELL								
4214020-348/013	CHIEF OPERATOR	GE	12	FISHER								
4214020-356/001	SUPERVISOR II - WATER	GH	10	THOMPSON	120.00	3,789.00	138.00					
4214020-360/001	INDUSTRIAL ELECTRICIAN II	LU	9	FARMER	100.00	2,710.50	94.00	2,547.87	0.00	-	0.00	-
4214020-360/002	INDUSTRIAL ELECTRICIAN II	LU	9	MIGDALSKI	100.00	3,483.00	94.00	3,274.02	0.00	-	0.00	-
4214020-361/001	INDUSTRIAL ELECTRICIAN I	LU	6	GANTT	100.00	2,119.50	94.00	1,992.33	0.00	-	0.00	-
4214020-361/002	INDUSTRIAL ELECTRICIAN I	LU	6	CORLEY	100.00	2,680.50	94.00	2,519.67	0.00	-	0.00	-
4214020-361/003	INDUSTRIAL ELECTRICIAN I	LU	6	VACANT	100.00	2,119.50	94.00	1,992.33	2,080.00	936.00	0.00	-
4214020-369/001	UTILITY MECHANIC II - WATER	LU	8	GREENAN	100.00	2,719.50	117.00	3,181.82	0.00	-	0.00	-
4214020-369/002	UTILITY MECHANIC II - WATER	LU	8	MIRABITO JR	50.00	1,439.25	117.00	3,367.85	0.00	-	0.00	-
4214020-369/003	UTILITY MECHANIC II - WATER	LU	8	CEPERO	50.00	1,236.00	117.00	2,892.24	0.00	-	0.00	-
4214020-370/001	UTILITY MECHANIC I - WATER	LU	5	VACANT	25.00	490.50	0.00	-	0.00	-	0.00	-
4214020-370/002	UTILITY MECHANIC I - WATER	LU	5	VACANT	25.00	490.50	0.00	-	0.00	-	0.00	-
4214020-370/003	UTILITY MECHANIC I - WATER	LU	5	BOES	25.00	511.50	0.00	-	0.00	-	0.00	-
4214020-370/004	UTILITY MECHANIC I - WATER	LU	5	KELLEY	25.00	526.13	0.00	-	0.00	-	0.00	-
4214020-370/005	UTILITY MECHANIC I - WATER	LU	5	SCOTTIE	25.00	538.13	0.00	-	2,080.00	936.00	0.00	-
4214020-379/001	MAINTENANCE WORKER I - WATER	LU	3	BEARD	25.00	438.00	0.00	-	0.00	-	0.00	-
4214020-384/002	CERTIFIED OPERATOR "C" LICENSE	LU	7	KARAGEANES	88.00	2,200.44	0.00	-	550.00	247.50	550.00	357.50
4214020-384/003	CERTIFIED OPERATOR "C" LICENSE	LU	7	THOMAS	88.00	2,214.96	0.00	-	550.00	247.50	550.00	357.50
4214020-384/004	CERTIFIED OPERATOR "C" LICENSE	LU	7	OAKES	88.00	2,098.80	0.00	-	550.00	247.50	550.00	357.50
4214020-386/001	CERTIFIED OPERATOR "A" LICENSE	LU	9	COLGIN	88.00	3,515.29	0.00	-	550.00	247.50	550.00	357.50
4214020-388/001	CERTIFIED OPERATOR "C" LEAD	LU	7	NEWSOME	88.00	2,914.16	0.00	-	550.00	247.50	550.00	357.50
4214020-389/001	CERTIFIED OPERATOR "B" LEAD	LU	8	HARRISON	88.00	3,354.12	0.00	-	550.00	247.50	550.00	357.50
4214020-389/002	CERTIFIED OPERATOR "B" LEAD	LU	8	ELMORE	88.00	3,425.27	0.00	-	550.00	247.50	550.00	357.50
4214020-389/003	CERTIFIED OPERATOR "B" LEAD	LU	8	MILLER	88.00	2,485.82	0.00	-	550.00	247.50	550.00	357.50
4214020-390/001	CERTIFIED OPERATOR "A" LEAD	LU	9	WALLIS	88.00	3,586.44	0.00	-	550.00	247.50	550.00	357.50
4214020-390/004	CERTIFIED OPERATOR "A" LEAD	LU	9	PEDIGO	88.00	3,206.02	0.00	-	550.00	247.50	550.00	357.50
4214020-397/001	MAINTENANCE WORKER III-WATER	LU	5	VACANT	88.00	1,726.56	0.00	-	0.00	-	0.00	-
4214020-397/002	MAINTENANCE WORKER III-WATER	LU	5	LAWSON	88.00	2,436.72	0.00	-	0.00	-	0.00	-
4214020-410/001	APPRENTICE OPERATOR	LU	6	GARCIA	88.00	1,902.12	0.00	-	550.00	247.50	550.00	357.50
4214020-410/002	APPRENTICE OPERATOR	LU	6	MITCHELL	88.00	1,865.16	0.00	-	550.00	247.50	550.00	357.50
4214020-410/003	APPRENTICE OPERATOR	LU	6	BUETTNER	88.00	2,039.40	0.00	-	550.00	247.50	550.00	357.50
4214020-410/004	APPRENTICE OPERATOR	LU	6	BIOCIC	88.00	1,865.16	0.00	-	550.00	247.50	550.00	357.50
4214020-410/005	APPRENTICE OPERATOR	LU	6	HUTSON	88.00	1,865.16	0.00	-	550.00	247.50	550.00	357.50
4214020-410/007	APPRENTICE OPERATOR	LU	6	SLINGSBY	88.00	1,865.16	0.00	-	550.00	247.50	550.00	357.50
4214020-410/008	APPRENTICE OPERATOR	LU	6	BROWN	88.00	1,865.16	0.00	-	550.00	247.50	550.00	357.50
4214020-457/001	SLUDGE EQUIPMENT OPERATOR	LU	5	HAGLE	8.00	204.72	0.00	-	0.00	-	0.00	-
4214020-457/002	SLUDGE EQUIPMENT OPERATOR	LU	5	PRUITT	8.00	204.72	0.00	-	0.00	-	0.00	-
4214020-457/003	SLUDGE EQUIPMENT OPERATOR	LU	5	DECOSTA	8.00	193.32	0.00	-	0.00	-	0.00	-
4214020-502/106	CUSTODIAL WORKER	LU	2	WILLIAMS	8.00	169.08	0.00	-	0.00	-	0.00	-
4214020-401/001	DYAL PLANT MANAGER	GE	14	VACANT								
44.0000	**DIVISION TOTAL - WATER/SEWER DYAL PLANT**				**2,714.00**	**73,358.00**	**959.00**	**21,769.00**	**13,510.00**	**6,080.00**	**9,350.00**	**6,078.00**

Department Notes for Finance: In this area please enter notes on any errors that needs to be fixed. For exa
1)add an Elect. II it is missing from the list(Vacant).
2)add standby pay for supervisor II.
3) add systems analyst
4)change name of title for asst. supt. to Chief of Maintenance
5)change title of Howell to Chief Operator

	FY 2012 Y-T-D ACTUALS	FY 2013 Y-T-D ACTUALS	FY12 - FY13 % CHANGE	FY 2014 Y-T-D ACTUALS	FY13 - FY14 % CHANGE	FY 2015 Y-T-D ACTUALS	FY14 - FY15 % CHANGE	FY 2016 Y-T-D ACTUALS	FY15 - FY16 % CHANGE	FY 2017 ADOPTED BUDGET	FY16 - FY17 % CHANGE
* CAPITAL	0	0	.00	0	.00	0	.00	784,270-	.00	0	100.00-
82-00 AID TO PRIVATE ORGANIZAT	0	0	.00	0	.00	0	.00	0	.00	1,000	.00
* GRANTS AND AIDS	0	0	.00	0	.00	0	.00	0	.00	1,000	.00
91-01 TRANSFER TO GEN FUND 001	6,889,746	7,955,386	15.47	9,533,552	19.84	9,260,391	2.87-	5,300,000	42.77-	5,473,000	3.26
91-23 TO STORMWATER 423	0	58,764	.00	0	100.00-	0	.00	0	.00	0	.00
91-25 TO RESTRICTED ASSET 425	5,631,500	1,448,000	74.29-	4,106,149	183.57	6,216,731	51.40	8,872,603	42.72	8,999,761	1.43
91-53 HEALTH INSURANCE FUND 530	0	0	.00	0	.00	0	.00	405,266	.00	0	100.00-
95-01 6% ILO FRANCHISE FEE	1,375,299	1,490,128	8.35	2,171,569	45.73	1,842,017	15.18-	1,388,042	24.65-	993,919	28.39-
* OTHER USES	13,896,545	10,952,278	21.19-	15,811,270	44.37	17,319,139	9.54	15,965,911	7.81-	15,466,680	3.13-
** WATER ADMINISTRATION	29,524,467	27,081,618	8.27-	32,591,399	20.35	35,138,995	7.82	23,163,047	34.08-	26,676,739	15.17
DYAL PLANT											
12-00 REGULAR SALARIES & WAGES	1,310,029	1,435,253	9.56	1,491,659	3.93	1,447,950	2.93-	1,423,257	1.71-	1,978,405	39.01
12-12 ACCRUAL PAYOUTS	6,993	4,599	34.23-	0	100.00-	13,773	.00	13,055	5.21-	0	100.00-
13-00 OTHER SALARIES & WAGES	57,273	32,916	42.53-	34,861	5.91	63,143	81.13	53,415	15.41-	54,136	1.35
14-00 OVERTIME	66,528	82,065	23.35	92,054	12.17	105,230	14.31	138,104	31.24	77,375	43.97-
20-00 CLOTHING/SHOE ALLOWANCE	2,385	2,230	6.50-	3,980	78.48	7,330	84.17	805	89.02-	6,480	704.97
21-00 FICA TAXES	105,909	114,385	8.00	119,453	4.43	119,915	.39	119,813	.09-	163,158	36.18
22-00 RETIREMENT CONTRIBUTIONS	155,372	224,879	44.74	306,955	36.50	153,938	49.85-	136,566	11.29-	161,737	18.43
23-00 LIFE/HEALTH INSURANCE	283,005	300,968	6.35	318,031	5.67	334,390	5.14	382,303	14.33	559,894	46.45
24-00 WORKER'S COMPENSATION	61,997	85,705	38.24	110,310	28.71	103,233	6.42-	92,981	9.93-	109,279	17.53
26-00 OPEB HEALTH EXPENSE	174,860	195,817	11.99	194,000	.93-	74,853	61.42-	0	100.00-	0	.00
27-00 CAFETERIA PLAN	12,850	13,400	4.28	13,600	1.49	13,400	1.47-	12,350	7.84-	24,000	94.33
* SALARIES & BENEFITS	2,237,201	2,492,217	11.40	2,684,903	7.73	2,437,155	9.23-	2,372,649	2.65-	3,134,464	32.11
31-00 PROFESSIONAL SERVICES	0	11,441	.00	9,502	16.95-	4,883	48.61-	8,286	69.69	9,100	9.82
34-00 CONTRACT SERVICES	87,470	289,844	231.36	412,576	42.34	171,437	58.45-	227,728	32.83	416,425	82.86
40-00 TRAVEL AND PER DIEM	2,814	1,679	40.33-	3,137	86.84	5,723	82.44	4,587	19.85-	12,330	168.80
41-00 COMMUNICATION	33,908	57,422	69.35	65,026	13.24	64,606	.65-	62,013	4.01-	66,840	7.78
42-00 FREIGHT & POSTAGE SERVICE	9,787	12,393	26.63	14,798	19.41	22,148	49.67	26,210	18.34	19,000	27.51-
43-00 ELECTRIC/WATER/SEWER	1,655,521	1,473,332	11.00-	1,472,623	.05-	1,452,734	1.35-	1,295,205	10.84-	1,996,530	54.15
44-00 RENTAL AND LEASES	11,601	23,828	105.40	10,398	56.36-	10,528	1.25	118,048	1,021.28	16,754	85.81-
45-00 INSURANCE	7,069	6,706	5.14-	6,165	8.07-	5,486	11.01-	9,183	67.39	11,949	30.12
46-00 REPAIRS & MAINTENANCE	1,081,945	791,061	26.89-	1,222,884	54.59	2,422,715	98.11	2,435,927	.55	2,047,100	15.96-
46-02 REPAIR/MAINT BUILDING	25,838	309,597	1,098.22	16,922	94.53-	174,419	930.72	317,392	81.97	35,000	88.97-
46-03 REPAIR/MAINT-VEHICLES	25,820	19,407	24.84-	30,717	58.28	29,616	3.58-	26,758	9.65-	40,750	52.29
47-00 PRINTING & BINDING	0	0	.00	0	.00	0	.00	61	.00	200	227.87
49-00 OTHER CHARGES & OBLIG.	7,226	7,598	5.15	8,145	7.20	7,288	10.52-	7,469	2.48	8,435	12.93
52-00 OPERATING SUPPLIES	2,618,534	2,808,098	7.24	2,432,268	13.38-	2,354,855	3.18-	2,665,346	13.19	3,037,330	13.96
52-07 JANITORIAL SUPPLIES	4,054	2,623	35.30-	5,127	95.46	2,969	42.09-	4,095	37.93	5,000	22.10
52-30 FUEL OIL & LUBRICANTS	106,220	122,381	15.21	129,405	5.74	88,474	31.63-	67,376	23.85-	97,250	44.34
53-00 ROAD MATERIALS/SUPPLIES	14,695	24,000	63.32	25,922	8.01	37,137	43.26	9,572	74.23-	35,000	265.65
54-00 MEMBERSHIP/PUBLICATIONS	0	0	.00	90	.00	60	33.33-	0	100.00-	780	.00
55-00 TRAINING	15,876	26,612	67.62	27,876	4.75	21,492	22.90-	25,233	17.41	45,000	78.34

RESOLUTION NO. 2017-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 04/24/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	421-4020-536.12-00		Regular Salaries and Wages	$ 1,978,405	$ 1,929,405	$ 1,879,405	$ 945,135
$ 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
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	421-4020-536.14-00		Overtime	$ 77,375	$ 126,375	$ 176,375	$ 82,609
$ 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
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal Water Treatment Plant has utilized budgeted funds for unanticipated emergency repairs, depleting FY17 overtime funds. We have experienced two major pipe breaks in the well field, installed several large critical pieces of plant equipment (Lime slaker, HSP #3, 4 new influent valves, emergency generator support), and storm season is approaching. This overtime account is lacking the stand by pay of $21,769 which never made it into this year's budget. The Dyal WTP has averaged $49,692 for April - September, the last five years. Additional funds are required to meet the operational needs of the Dyal Water Treatment Plant. This is Agenda ID 17-180.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-56

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/25/17 Joyce Williams (Digitally signed by Joyce Williams)	4/28/17 Lea Taylor (Digitally signed by Lea Taylor Date: 2017.04.28 09:19:09 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/25/17 Katherine Ennis (Digitally signed by Katherine Ennis)	5/4/17 Lora Howell (Digitally signed by Lora Howell Date: 2017.05.04 14:21:20 -04'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-181	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	4/21/2017		**In control:**	City Council	
On agenda:	5/23/2017		**Final action:**		
Title:	Approve Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs; and To Authorize a Budgeted Expenditure for these Services not to Exceed $723,929. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-MAXWELL 2017-20 (5-23-17) $723929.pdf Maxwell Construction 4.21.17 CDM Smith Recommendation of Award 5.4.17 JoBear Construction 4.21.17 Atlantic Development - No Bid GUNNstruction - No bid				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2017
Agenda Date: May 23, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs; and To Authorize a Budgeted Expenditure for these Services not to Exceed $723,929

BACKGROUND:

The City of Cocoa Sewer Field Operations Division completed a comprehensive assessment of the gravity sewer infrastructure in FY14. In FY15, CDM Smith completed a comprehensive review of the assessment results and identified broken pipe segments that require point repairs to be performed by a utility contractor. These point repairs are necessary in order to return the pipe to full capacity, eliminate groundwater infiltration and intrusion, ensure that wastewater is efficiently returned to the Sellers wastewater treatment facility, and prevent sanitary sewer overflow events.

Through the use of RFQ-13-01-COC, Utilities General Construction Contractor, the Utilities Department requested bids from the City's four continuing service contractors to provide gravity sewer repairs. Bidding packages were sent to the contractors on March 30, 2017, and were due April 21, 2017. On the due date, the City of Cocoa received bids from JoBear Contracting, Inc. and Maxwell Contracting, Inc. Atlantic Development and GUNNstruction did not participate and "no bid"

the project. The received bids were thoroughly reviewed by City of Cocoa staff and CDM Smith, and the lowest and best bid was presented by Maxwell Contracting, Inc. in the amount of $723,929.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$723,929
Account Number	421-4055-536.63-00, WS1201
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs; and To Authorize a Budgeted Expenditure for these Services not to Exceed $723,929.

powered by Legistar™

Task Order Request Form

Utilities General Construction Contractors

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-13-01-COC **Vendor:** Maxwell Contracting, Inc.

Dept./Division Name: Utilities / SFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.05.05 13:27:56 -04'00' **Date:** 5/5/17

Project Number: WS1201 **Title:** Field Operations Technician

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

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-20 **Dated:** 4/21/17 **Amount:** $ 723,929.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.05.05 13:43:15 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City of Cocoa Sewer Field Operations Division completed a comprehensive assessment of the gravity sewer infrastructure in FY14. In FY15, CDM Smith completed a comprehensive review of the assessment results and identified broken pipe segments that require point repairs which will be performed by Maxwell Contracting, Inc. These point repairs are necessary in order to return the pipe to full capacity, eliminate groundwater infiltration and intrusion, ensure that wastewater is efficiently returned to the Sellers wastewater treatment facility, and prevent sanitary sewer overflow events.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-20

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 5/8/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.05.08 12:10:24 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

CITY OF COCOA

GRAVITY SEWER PIPE REPLACEMENT AND POINT REPAIR PROJECT

BID FORM

ITEM	DESCRIPTION	QUANTITY	Units	Unit Price	Total Price
1	King Street and Pineapple Ave.	1	LS	$ 48,804.00	$ 48,804.00
2	Carolina Ave. and Holmes St.	1	LS	$ 56,000.00	$ 56,000.00
3	Mercer Dr. and Michigan Ave.	1	LS	$ 52,000.00	$ 52,000.00
4	Carolina Ave. and Counts St.	1	LS	$ 57,000.00	$ 57,000.00
5	Kensington Dr. and Elizabeth Ave.	1	LS	$ 46,000.00	$ 46,000.00
6	College Ave. and Baylor Court	1	LS	$ 44,000.00	$ 44,000.00
7	Victor Rd. and Bonny Dr.	1	LS	$ 53,000.00	$ 53,000.00
8	Washington Ave. and King St.	1	LS	$ 61,000.00	$ 61,000.00
9	Cambridge Dr. and Duke Way	1	LS	$ 66,000.00	$ 66,000.00
10	Oleander St. and Hughlett Ave.	1	LS	$ 63,000.00	$ 63,000.00
11	Barbara Jenkins St. and Johnson St.	1	LS	$ 58,000.00	$ 58,000.00
12	Georgia Ave. and Holmes St.	1	LS	$ 53,667.00	$ 53,667.00
13	Point Repair of 6-inch and 8-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 100.00	$ 7,500.00
14	Point Repair of 10-inch and 12-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 100.00	$ 7,500.00
15	Heavy Cleaning - DELETED FROM CONTRACT	DELETED	NA		
16	Replace 6-inch sewer service laterals by open cut	5	EA	$ 500.00	$ 2,500.00
17	Install excess 6-inch sewer service laterals by open cut	5	EA	$ 100.00	$ 500.00
18	Furnish and install 6-inch cleanouts	5	EA	$ 200.00	$ 1,000.00
19	Furnish and install excess 6-inch cleanouts	5	EA	$ 50.00	$ 250.00
20	Bond Premiums, Mobilization and Insurance	1	LS	$ 36,196.00	$ 36,196.00
21	Dewatering permits	12	EA	$ 1.00	$ 12.00
22	Post Construction Video	4,000	LF	$ 2.50	$ 10,000.00
	TOTAL BASE BID				$ 723,929.00

Bryan Maxwell

2301 Maitland Center Parkway Suite 300
Maitland, Florida 32751
tel: 407 660-2552
fax: 407 875-1161

May 3, 2017

Mr. Chris Collier
Field Operations Manager
City of Cocoa
351 Shearer Boulevard
Cocoa, FL 32922

Subject: Jerry Sellers Gravity Sewer Pipe Replacement and Point Repair Project
CDM Smith Project No. 6108-213633

Dear Mr. Collier:

CDM Smith has reviewed the bids received and prepared the attached bid tabulation sheet for the Gravity Sewer Pipe Replacement and Point Repair Project. The values on each bid have been verified. Conference calls were held with both bidders due to a wide variation in certain bid items. The low bidder, Maxwell Contracting, acknowledged that two of the items were incorrectly bid at a lower unit cost than intended. However, Maxwell Contracting would like to complete the work and has agreed to complete the work for the values presented on the bid form. The engineering estimate for this work was approximately $800,000 and the low bid was $723,929.

Based on the above, CDM Smith recommends award of the contract to Maxwell Contracting. Please contact me at 407-660-6372 if you have any questions or need further assistance.

Sincerely,

Jennifer W. Lyons

Jennifer W. Lyons, P.E.
Project Manager
CDM Smith Inc.

Encl: Bid Tabulation Sheet

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

CITY OF COCOA

GRAVITY SEWER PIPE REPLACEMENT AND POINT REPAIR PROJECT

BID TABULATION

		Maxwell Contracting	Jobear Contracting
ITEM	**DESCRIPTION**	**Total Price**	**Total Price**
1	King Street and Pineapple Ave.	$48,804	$38,415
2	Carolina Ave. and Holmes St.	$56,000	$44,195
3	Mercer Dr. and Michigan Ave.	$52,000	$39,282
4	Carolina Ave. and Counts St.	$57,000	$34,437
5	Kensington Dr. and Elizabeth Ave.	$46,000	$37,443
6	College Ave. and Baylor Court	$44,000	$32,330
7	Victor Rd. and Bonny Dr.	$53,000	$43,720
8	Washington Ave. and King St.	$61,000	$63,950
9	Cambridge Dr. and Duke Way	$66,000	$39,397
10	Oleander St. and Hughlett Ave.	$63,000	$48,196
11	Barbara Jenkins St. and Johnson St.	$58,000	$37,570
12	Georgia Ave. and Holmes St.	$53,667	$32,135
13	Point Repair of 6-inch and 8-inch pipe (0’ – 15’ Deep) each excess foot	$7,500	$150,000
14	Point Repair of 10-inch and 12-inch pipe (0’ – 15’ Deep) each excess foot	$7,500	$187,500
15	Heavy Cleaning - DELETED FROM CONTRACT		
16	Replace 6-inch sewer service laterals by open cut	$2,500	$22,500
17	Install excess 6-inch sewer service laterals by open cut	$500	$25,000
18	Furnish and install 6-inch cleanouts	$1,000	$5,000
19	Furnish and install excess 6-inch cleanouts	$250	$5,000
20	Bond Premiums, Mobilization and Insurance	$36,196	$51,000
21	Dewatering permits	$12	$24,000
22	Post Construction Video	$10,000	$20,000
	TOTAL BASE BID	**$723,929**	**$981,070**

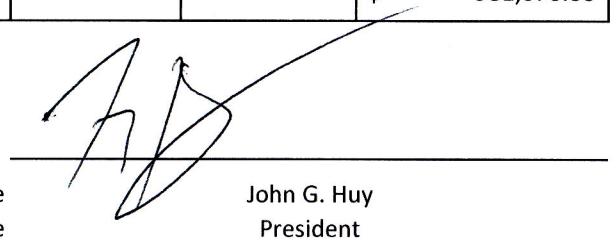
CITY OF COCOA

GRAVITY SEWER PIPE REPLACEMENT AND POINT REPAIR PROJECT

JOBEAR CONTRACTING, INC.

BID FORM

ITEM	DESCRIPTION	QUANTITY	Units	Unit Price	Total Price
1	King Street and Pineapple Ave.	1	LS	$ 38,415.00	$ 38,415.00
2	Carolina Ave. and Holmes St.	1	LS	$ 44,195.00	$ 44,195.00
3	Mercer Dr. and Michigan Ave.	1	LS	$ 39,282.00	$ 39,282.00
4	Carolina Ave. and Counts St.	1	LS	$ 34,437.00	$ 34,437.00
5	Kensington Dr. and Elizabeth Ave.	1	LS	$ 37,443.00	$ 37,443.00
6	College Ave. and Baylor Court	1	LS	$ 32,330.00	$ 32,330.00
7	Victor Rd. and Bonny Dr.	1	LS	$ 43,720.00	$ 43,720.00
8	Washington Ave. and King St.	1	LS	$ 63,950.00	$ 63,950.00
9	Cambridge Dr. and Duke Way	1	LS	$ 39,397.00	$ 39,397.00
10	Oleander St. and Hughlett Ave.	1	LS	$ 48,196.00	$ 48,196.00
11	Barbara Jenkins St. and Johnson St.	1	LS	$ 37,570.00	$ 37,570.00
12	Georgia Ave. and Holmes St.	1	LS	$ 32,135.00	$ 32,135.00
13	Point Repair of 6-inch and 8-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 2,000.00	$ 150,000.00
14	Point Repair of 10-inch and 12-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 2,500.00	$ 187,500.00
15	Heavy Cleaning - DELETED FROM CONTRACT	DELETED	NA		
16	Replace 6-inch sewer service laterals by open cut	5	EA	$ 4,500.00	$ 22,500.00
17	Install excess 6-inch sewer service laterals by open cut	5	EA	$ 5,000.00	$ 25,000.00
18	Furnish and install 6-inch cleanouts	5	EA	$ 1,000.00	$ 5,000.00
19	Furnish and install excess 6-inch cleanouts	5	EA	$ 1,000.00	$ 5,000.00
20	Bond Premiums, Mobilization and Insurance	1	LS	$ 51,000.00	$ 51,000.00
21	Dewatering permits	12	EA	$ 2,000.00	$ 24,000.00
22	Post Construction Video	4,000	LF	$ 5.00	$ 20,000.00
	TOTAL BASE BID				$ 981,070.00

Signature 

Printed Name John G. Huy

Title President

Dated 4/21/2017

Legislation Details (With Text)

File #:	17-199	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/28/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget to Reallocate Funds for the Replacement of the Shearer Boulevard Gate at the Utilities Compound. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	East Coast Fence Quote.pdf Quote 2 - Secure Fence.pdf Quote 3 - AAA Quality Fence (No Quote).pdf Budget Resolution FY 2017.pdf BAF-UT-4025-Infrastructure (5-23-17)~ Agenda 17-199.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2017
Agenda Date: May 23, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2017 Budget to Reallocate Funds for the Replacement of the Shearer Boulevard Gate at the Utilities Compound

BACKGROUND:

Over the past several years the current gate (installed in 2010) located on the north side of the Utilities compound leading to Shearer Boulevard has failed numerous times thereby creating a safety and security issue. Due to these failures and the condition of the existing gate infrastructure, Public Works has determined that this gate has reached the end of its useful life and has obtained a quote to replace it.

Unallocated funds are currently available in the Machinery & Equipment account, and can be transferred to the Infrastructure account in order to fund this necessary repair during this fiscal year. Due to funds transfer thresholds, City Council approval is required for this project due to a previously completed transfer to fund the replacement of the Wilson Street gate equipment.

Staff requests City Council approval to transfer the funds to replace the Shearer Boulevard Utilities compound gate to prevent additional funds from being spent on failing pieces of equipment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$27,410
Account Number	421-4025-536.63-00, PW00WF
Account Name	Infrastructure
Source of Funds	421-4025-536.64-00
Account Name	Machinery & Equipment

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2017 Budget to Reallocate Funds for the Replacement of the Shearer Boulevard Gate at the Utilities Compound.

EAST COAST FENCE & GUARDRAIL, INC.

PH: (321) 504-3666
FAX (321) 504-3777

CERTIFIED DBE & MBE

P.O. Box 573
Cocoa, FL 32923

TO	CITY OF COCOA FL	2/2/2017	ATTN: GARY PALMER
JOB	MOTOR POOL GATES	TEL: 321-433-8772	FAX:

CELL: 321-302-1146

SCHOOL STREET EAST GATE:
1) FURNISH AND INSTALL ONE 30' X 8' ALUMINUM SLIDE GATE, WITH DUAL TRACK AND POSTS
2) FURNISH AND INSTALL ONE HYSECURITY SLIDEDRIVER 15, TWO VEHICLE DETECTORS, TWO PHOTO EYES
TOTAL.....$25,812.00 (GATE $12,932.00 AND OPERATOR $12,880.00)

UTILITIES SHEARER GATE:
1) FURNISH AND INSTALL ONE 36' X 8' ALUMINUM SLIDEGATE, WITH DUAL TRACK AND POSTS
2) FURNISH AND INSTALL ONE HYSECURITY SLIDEDRIVER 15, TWO VEHICLE DETECTORS, TWO PHOTO EYES
TOTAL.....$27,410.00 (GATE 14,530.00 AND OPERATOR $12,880.00)

NOTES
ALL OTHER GATES CAN BE BASED UPON THE ABOVE PRICING.
ALL BATTERY BACKUPS REINSTALLED BY OTHERS (CITY PROVIDED)

CONDITIONS OF PROPOSAL

CHAINLINK			
Footage		Top Rail	
Total Height	8'	Line Pos	
Gauge (X)Ind. ( ) Res.		Term. Pc	
Knuckled	(~~~	Gate Posts	4"
Safeguard	(X)(()(	Gate Frames	ALUM

Footage		Pickets	
Height		Tops	
Type		Posts	
Style		Gates	
Concrete		Runner	

	Yes	No		Yes	No
# Addendum's Acknowledged #		XXXXX	Grounding		XXXXX
Reasonable Access	XXXXX		Fence Removal	XXXXX	
Certified Payroll / Davis Bacon		XXXXX	Spec. Ground Conditions / Core Drilling		XXXXX
Clearing / Grading / Surveying		XXXXX	Spec. Insurance Requirements / Bonding		XXXXX
Irrigation Lines by Owner	XXXXX		Permit Included **********		XXXXX

Options	Additional Cost	Yes / No

Base

Options

Total Price SEE ABOVE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work specified. Payment will me made as outlined above.

ACCEPTED: Date: _____ Signature _____

Sales Rep DUANE R S BAUM

7635 S. HWY 1
TITUSVILLE, FL 32780

4170 N. HARBOR CITY
BLVD. MELBOURNE, FL
32935

info@securefenceandrail.com
SecureFenceandRail.com

321-338-7868

Secure Fence and Rail.com
"A Good Fence Makes A Good Neighbor"

LICENSE #: 14-FE-CT-00044

Install 5 New Gates

School Street East Gate: 36' x 8' tall cantilever gate	$ 28,928.00
Wilson Main Gate: 45' x 8' tall cantilever gate	$ 33,540.00
Gas Pump Gate: 45.6' x 8' tall cantilever gate	$ 33,540.00
School Street West Gate: 53' x 8' tall box frame cantilever gate	$ 47,552.00
Utilities Shearer Gate: 54' x 8' tall box frame cantilever gate	$ 47,552.00

Customer Name
City of Cocoa

Customer Contact
Tony Stoltz

Project Address
Cocoa Water Treatment Plant

City	State	Zip
Cocoa	FL	

Project Description & Estimate

Mill finish aluminum frame with 9 gauge black vinyl coated mini mesh fabric. All gates to have new hardware and posts.

Install 5 HySecurity Slide drivers.

Replace concrete operator pads on Gates Four and Five.

STYLE OF FENCE O CHAIN LINK O WOOD O VINYL O ALUMINUM

Footage	
Height	8'
Color	Mill / Black
Hardware	
Removal	YES

Special Notes and Options

Revision 1

Subtotal	
Discount	
Total Price	$191,112.00
Less Deposit	$95,556.00
Permit Cost	
Balance On Completion	$95,556.00

Quote valid for thirty (30)days. All deposits are NON-refundable. You as the property owner are responsible for locating all water lines, water pipes and any buried objects not related to public utilities. You release the company of all formal liabilities resulting from such damage. Signs must remain on fence or warranty is voided. All posts are set in concrete. All labor is warranted for 5 years.

SIGNATURES

Secure Fence **Bobby Jacobs** Date 2/15/2017

Customer Signature Date

James Wines

From: Tony Stoltz <tstoltz@cocoafl.org>
Sent: Wednesday, February 15, 2017 6:25 AM
To: Gary Palmer; James Wines
Cc: Cheryl Meisenzahl
Subject: FW: gates and bollards

Tony Stoltz
Maintenance III,Locksmith Cell
321-302-2455
Fax 321-504-0922.
tstoltz@cocoafl.org

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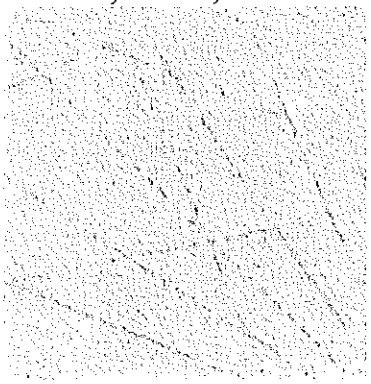
From: AAA Quality Fence AAA Quality Fence LLC [mailto:aaaqualityfence@gmail.com]
Sent: Tuesday, February 14, 2017 8:39 PM
To: Tony Stoltz
Subject: Re: gates and bollards

Tony,
I am sorry but we are going to have to decline on bidding on this project. We still have not received all our information from our vendors.

Thanks,

Mark

On Mon, Feb 13, 2017 at 9:21 AM, Tony Stoltz <tstoltz@cocoafl.org> wrote:



Could you please send the quote for the 4 gates replacements, need to get this off the ground, Thank you.

RESOLUTION NO. 2017-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 04/14/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 27,410)	421-4025-536.64-00		Machinery & Equipment	$ 418,874	$ 418,874	$ 391,464	$ 8,377
$ 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
($ 27,410)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,410	421-4025-536.63-00	PW00WF	Infrastructure	$ 102,514	$ 381,276	$ 408,686	$ 146,128
$ 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
$ 27,410	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer available funds in Machinery & Equipment to Infrastructure in order to cover the cost of the Shearer Blvd gate replacement in the Utilities compound. Per Public Works, the Shearer Blvd gate was installed in 2010 and now requires a full replacement.
Agenda 17-199

CITY COUNCIL APPROVAL REQUIRED? *YES* ( ) *NO* (●) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-54

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/14/17 Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.04.14 09:34:26 -04'00'	5/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.01 08:10:31 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/14/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh	5/4/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.04 14:22:48 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	17-204	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/28/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Authorize the City Manager to finalize and execute a Utilities Easement from Suntrust for a non-exclusive easement on the Suntrust property to allow installation of city irrigation and Streetlight electrical facilities for the SR 520 Traffic Calming Project; and to accept deeds for additional property needed by Suntrust to install sidewalks outside existing Rights of Way. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SunTrust Utility Easement - Blank Grantor				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2017
Agenda Date: May 23, 2017
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, PE
Requested Action:
Authorize the City Manager to finalize and execute a Utilities Easement from Suntrust for a non-exclusive easement on the Suntrust property to allow installation of city irrigation and Streetlight electrical facilities for the SR 520 Traffic Calming Project; and to accept deeds for additional property needed by Suntrust to install sidewalks outside existing Rights of Way

BACKGROUND:

The city wishes to install Irrigation and Streetlight facilities along SR 520 as part of the Traffic Calming project. Suntrust has offered to convey a non-exclusive 2.5 ft.-wide utility easement along the perimeter of their property to reduce installation costs of future city-owned facilities and to reduce permitting with FDOT during their improvements in the SR 520 Right of Way of Willard and King St.

New sidewalks adjacent to SR 520 and Delannoy Ave. are a part of the construction project. The construction of curb ramps to ADA requirements cannot be completed without extending the sidewalks outside the existing R/W areas onto Suntrust property. Suntrust does not want a public sidewalk on their property for liability concerns and have requested to deed the small “corner clips” to the city. As these areas are adjacent to city R/W on Delannoy Ave. and will accommodate a public sidewalk, staff recommend that the city accept ownership of these areas.

The City Attorney’s office has prepared the attached draft form easement, and is working with

Suntrust and City staff to finalize a few technical details related to the easement. The City's acceptance of the corner-clip deeds will be handled through the City Attorney's office in consultation with the City Manager's office and staff.

STRATEGIC PLAN CONNECTION:

This project will improve Economic Development in the city, resulting in growth of the city's economic position and resulting Fiscal Sustainability

Image (physical)- Goal 1, Objective 1, Action Item 1- Improvements made along SR520 are consistent with the primary goal found in the image strategic plan , to improve beatification along the City's highest traffic count roadways.

BUDGETARY IMPACT:

There will be no budgetary impacts to the FY 2017 budget.

PREVIOUS ACTION:

City Council Approved construction of improvements along SR 520 to the Suntrust Contractor.

RECOMMENDED MOTION:

Authorize the City Manager to finalize and execute a Utilities Easement from Suntrust for a non-exclusive easement on the Suntrust property to allow installation of city irrigation and Streetlight electrical facilities for the SR 520 Traffic Calming Project; and to accept deeds for additional property needed by Suntrust to install sidewalks outside existing Rights of Way

Prepared by and return to:

Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Parcel ID. #(s): 24-36-33-37-*-D

UTILITY LINE EASEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by _____, a _____, which is authorized to do business in the State of Florida, and has a mailing address of _____ (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the sole owner of certain real property located within the City of Cocoa, bordered on the north and south by the east- and westbound lanes of State Road 520 (W King Street and Willard Street, respectively) and on the east and west by Delannoy Avenue and Brevard Avenue, which is legally described in **Exhibit A** (hereinafter "Grantor's Property"); and

WHEREAS, Grantor has agreed to allow **Grantee** to construct certain facilities for the future installation of irrigation and street lighting improvements on its property; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities; and

WHEREAS, providing of irrigation and streetlight improvements constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated fully herein by this reference.

2. Grant of Easement. Grantor hereby voluntarily grants and conveys to **Grantee**, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive Utility easement over, under, through, and across Grantor's Property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference, the easement area being depicted graphically and legally described in **Exhibit "B,"** a copy of which is attached hereto and incorporated herein by reference

(hereinafter "Utility Easement"). Said Utility Easement shall be of the nature and character and to the extent hereinafter set forth.

3. Purpose of Utility Easement. The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Utility Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such irrigation and streetlight improvements as may be reasonably and customarily necessary for **Grantee.**

4. Rights and Obligations of Grantee. To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to **Grantee** by this Easement:

(a) the right for **Grantee** to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the irrigation and streetlight facilities and related appurtenances within the Utility Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the irrigation and streetlight improvements; including convenient and reasonable access to such facilities; and

(c) to cut, trim, and keep clear such trees, brush and undergrowth that might hinder or prohibit the use of the Grantor's Property for the purposes set forth herein;

(d) the right to enjoyment and use of said Utility Easement for the purposes described above.

In addition, **Grantee** agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of Grantor's Property to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the **Grantor. Grantee** shall use its best efforts in its use of the easement areas to not interfere with use by **Grantor**, its tenants, guests and invitees of adjacent property owned by Grantor.

5. Grantors Use of Easement. Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, **Grantor** hereby reserves for itself the right to use the easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Utility Easement on Grantor's property.

6. Permits. The parties acknowledge that certain local, state, and federal permits may be required from time to time for purposes of constructing, operating, and maintaining the irrigation and streetlight improvements and other incidental appurtenances referred to herein. To the extent any additional permits are required, **Grantor**, as fee simple owner of the Property, hereby agrees to allow **Grantee** to make application for said permits and also agrees to join in any said permit (as signatory or otherwise) when required by any permitting agency for issuance of the permit.

7. Easements Run with the Land. These easements shall remain a charge against the Grantor's Property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. Attorney's Fees. In the event of any legal action arising under this Easement Agreement between the parties, each party shall bear their own attorney's fees, court costs, and expenses, through all appellate proceedings.

9. Recordation. Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

10. Sovereign Immunity. Notwithstanding any other provision set forth in this Easement Agreement, nothing contained in this Easement Agreement shall be construed as a waiver of the **Grantee**'s right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the **Grantee**'s potential liability under state or federal law. As such, the **Grantee** shall not be liable under this Easement Agreement for punitive damages or interest for the period before judgment. Further, the **Grantee** shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Easement Agreement.

11. Grantor's Representations and Warranties. Grantor hereby agrees and makes the following representations and warranties to **Grantee**:

(a) **Grantor** is lawfully seized of said Grantor's Property in fee simple and has full and lawful authority to execute this Utility Easement, grant the Utility Easement to Grantee, and bind the Grantor's Property as set forth herein.

(b) The Grantor's Property is free of any and all encumbrances, except zoning restrictions and prohibitions and other requirements imposed by government authority and other encumbrances which are recorded in the public records of Brevard County, Florida.

(c) **Grantor** shall pay any and all taxes that are levied on Grantor's Property, from time to time, as said taxes and assessments come due. The improvements contemplated to be made on this Easement are for a public purpose and therefore not considered as being subject to taxation. If said public improvements are assessed taxes, **Grantee** will be responsible for the payment of taxes attributed specifically to the public improvements.

(d) **Grantor** hereby warrants the title to the Utility Easement granted hereunder over, under, and across the Grantor's Property and will defend the same against lawful claims of all persons whomever.

12. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify and hold harmless the other party hereto and the other party's employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through all appeals), directly or indirectly arising from, or out of the indemnifying party's negligent acts, errors, or omissions, intentional or otherwise, resulting from this Easement Agreement. The **Grantee** agrees to maintain, and require its contractors to maintain, general liability insurance in connection with the **Grantee**'s construction and maintenance responsibilities under this Easement Agreement in accordance with the limits set forth in the City's standard written policies.

13. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Orange County, Florida.

15. Notice. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

TO GRANTEE:

Attn: City Manager

City of Cocoa, Florida

65 Stone Street

Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. 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.

16 Modification. This Utility Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

17. Entire Agreement. This Utility Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement Agreement.

18. Duty of Noninterference. **Grantor** agrees not to interfere or allow others to interfere with **Grantee**'s rights to use the Grantor's Property as specifically set forth herein. **Grantor** agrees not to permit or allow the construction or erection of any building or structure within the Utility Easement area without prior written consent of the **Grantee**; it being expressly understood and agreed, however, that this Utility Easement is non-exclusive and that **Grantor** shall have the authority to use and to authorize others to use the Grantor's Property in any manner which is not inconsistent with this Utility Easement.

19. Termination. The parties agree that this Easement Agreement is intended to be perpetual. However, in the event the **Grantee** determines, at its sole discretion, that it no longer requires the property for improvements described herein, **Grantee**, at **Grantor**'s written request, agrees to execute an appropriate written instrument to terminate this Easement Agreement.

20. Severability. If any provision, or a portion thereof, of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

IN WITNESS WHEREOF, Grantor and **Grantee** have set their respective hands on the day and year first below written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

WITNESSES: **GRANTOR**

_____ _____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, as _____ of _____, who is ___ personally known to me or ____who has produced _____ as identification.

_____

Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

WITNESSES: **CITY OF COCOA, FL**

_____ _____

Print Name: _____ John Titkanich, City Manager

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by **John Titkanich**, as City Manager of Cocoa, who is ___ personally known to me or ___who has produced _____ as identification.

_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Legal Description: (PER OFFICIAL RECORDS BOOK 2762, PAGES 744 AND 745)

COMMENCE AT THE INTERSECTION OF THE CENTER LINES OF KING STREET AND DELANNOY AVENUE AS SHOWN ON COCOA RIVER DEVELOPMENT, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 75, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SAID CENTER LINE OF KING STREET, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 0° 15' 20" WEST, PARALLEL WITH THE SAID CENTER LINE OF DELANNOY AVENUE, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID KING STREET AND THE WEST RIGHT-OF-WAY LINE OF SAID DELANNOY AVENUE, AND THE P.O.B. OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING ALSO THE P.O.B. OF PARCEL DESCRIBED AS "TRACT 1" IN O.R.B. 116, PAGE 647, AFORESAID PUBLIC RECORDS. FROM SAID P.O.B. FOR A FIRST COURSE RUN NORTH ALONG SAID WEST R/W LINE, A DISTANCE OF 154.50 FEET TO THE SOUTH R/W LINE OF WILLARD STREET AS ESTABLISHED BY AGREEMENT WITH THE CITY OF COCOA ON 9 JULY 1958, AND RECORDED IN SAID O.R.B. 116, PAGES 646 TO 657 INCLUSIVE; THENCE FOR A SECOND COURSE RUN WEST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 227.51 FEET TO THE EAST R/W LINE OF BREVARD AVENUE AS PRESENTLY LOCATED; THENCE FOR A THIRD COURSE, RUN SOUTH 0° 04' 00" WEST, ALONG SAID EAST R/W LINE, A DISTANCE OF 154.50 FEET TO THE NORTH R/W LINE OF KING STREET AS SHOWN ON ASSESSORS MAP FILED IN P.B. 1, PAGE 32, AFORESAID PUBLIC RECORDS; THENCE FOR A FOURTH AND FINAL COURSE, RUN EAST, ALONG SAID NORTH R/W LINE, A DISTANCE OF 227.69 FEET TO THE P.O.B. ALL BEING AND LYING IN THE INCORPORATED CITY LIMITS OF THE CITY OF COCOA, FLORIDA, AND CONTAINING 0.807 ACRES MORE OR LESS; SUBJECT, HOWEVER, TO AN EASEMENT FOR THE USE OF THE CITY OF COCOA, FLORIDA, IN THE NORTHEAST CORNER OF SAID PROPERTY, DESCRIBED AS: THAT PROPERTY PRESENTLY OCCUPIED BY STORM SEWER CATCH BASIN LOCATED AT THE SOUTHWEST INTERSECTION OF DELANNOY AVENUE AND WILLARD STREET AS PRESENTLY LOCATED, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE ON THE NORTH LINE OF THE 60 FT. R/W OF KING STREET AS PRESENTLY LOCATED AT A POINT WHICH IS 25 FT. WEST OF THE CENTER LINE OF DELANNOY AVENUE AS SHOWN ON THE PLAT OF COCOA RIVER DEVELOPMENT AS RECORDED IN PLAT BOOK 11, PAGE 75, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH, PARALLEL WITH THE SAID CENTER LINE OF DELANNOY AVENUE AND 25 FT. DISTANT THEREFROM, A DISTANCE OF 139.5 FT. TO THE POINT OF BEGINNING; FROM P.O.B. CONTINUE NORTH, ALONG SAID LINE 15.0 FT. TO A POINT ON THE EASTERLY PROJECTION OF LOT "D", ASSESSOR'S PLAT; THENCE WEST, ALONG SAID PROJECTION 15.0 FT.; THENCE SOUTHEASTERLY 21.21 FT. TO THE P.O.B., ALL BEING AND LYING WITHIN THE INCORPORATED LIMITS OF COCOA, FLORIDA, AND CONTAINING 112.5 FT. MORE OR LESS.

EXHIBIT B

UTILITY EASEMENT

See following two pages.

LEGAL DESCRIPTION

EXHIBIT"B"

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
PARENT PARCEL ID NUMBER 24-36-33-37-*-D
PURPOSE: CITY OF COCOA EASEMENT

SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION: BY SURVEYOR

A 2.5 FOOT WIDE STRIP OF LAND IN SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND BEING A PART OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2762, PAGES 744 AND 745 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE OF INTERSECTION OF THE CENTERLINES OF KING STREET AND DELANNOY AVENUE AS RECORDED IN PLAT BOOK 11, PAGE 75 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N90°00'00"W ALONG THE CENTERLINE OF KING STREET, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID CENTERLINE, N00°15'20"W, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID KING STREET AND THE WEST RIGHT OF WAY LINE DELANNOY AVENUE; THENCE N90°00'00"W, ALONG THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1.25 FEET; THENCE N00°15'20"W, A DISTANCE OF 1.25 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, A DISTANCE OF 225.19 FEET; THENCE N00°07'09"E, A DISTANCE OF 152.00 FEET; THENCE S90°00'00"E, A DISTANCE OF 224.87 FEET; THENCE S00°00'00"W, A DISTANCE OF 151.25 FEET; THENCE S00°15'20"W, A DISTANCE OF 0.75 FEET, TO THE POINT OF BEGINNING, THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO AVOID ANY GAPS OR OVERLAPS.

CONTAINING 1885.83 SQUARE FEET +/-, 0.04 ACRES +/- AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS DEPICTED HEREON ARE DEED AND BASED ON THE WEST RIGHT OF WAY LINE OF DELANNOY AVENUE, BEING S00°00'00"W.
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.
4. SKETCH DOES NOT WARRENT TITLE.
5. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBROSSED WITH THE SURVEYOR'S SEAL.

MAP OF LEGAL DESCRIPTION PREPARED FOR AND CERTIFIED TO:
CITY OF COCOA

5/11/17

DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

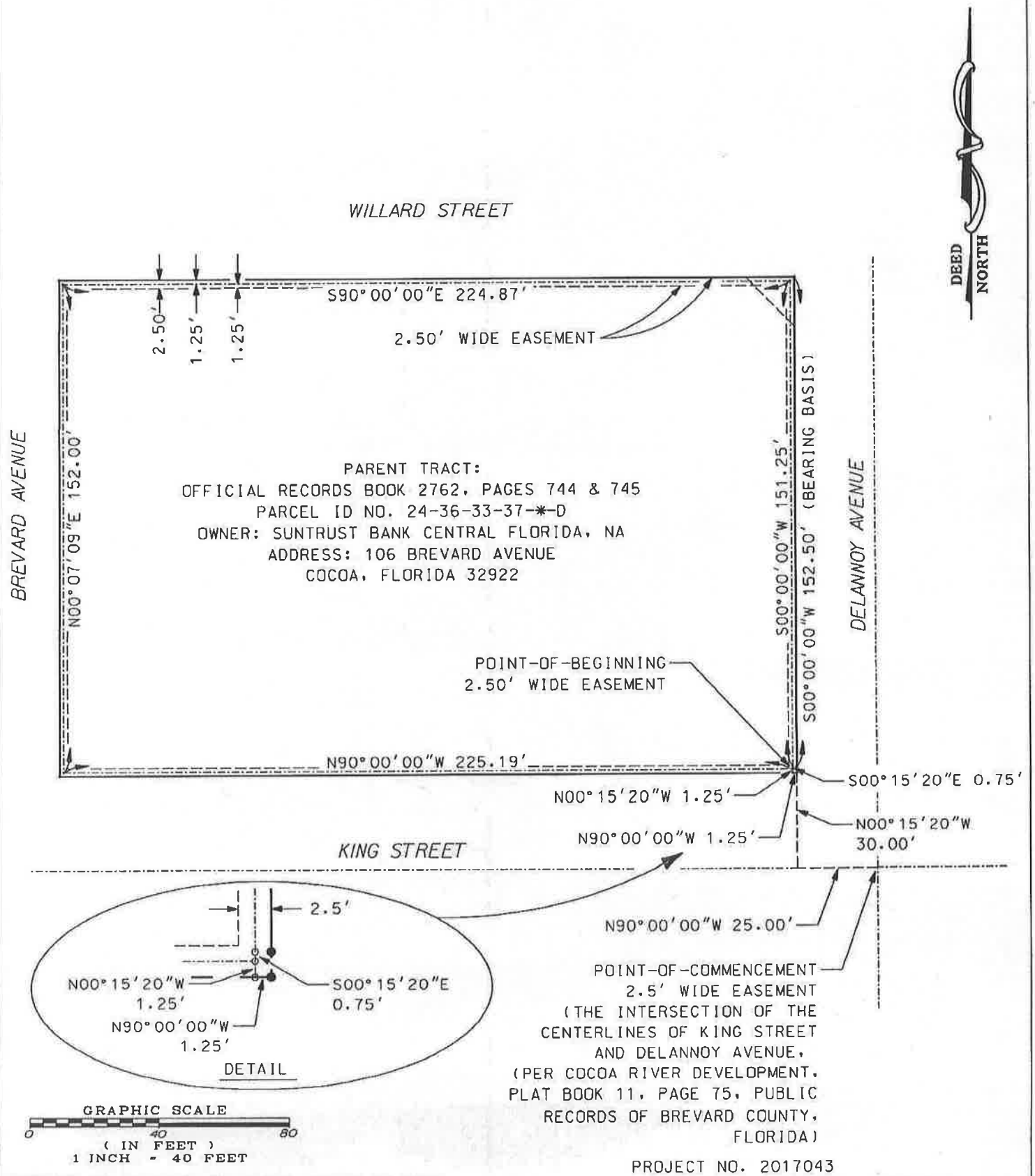
KUGELMANN LAND SURVEYING, INC.
30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: DJK	CHECKED BY: KKW	DRAWING NO. EASEMENT.DGN	SECTION 33
DATE: 5/11/17	SHEET 1 OF 2	REVISIONS	TOWNSHIP 24 SOUTH
			RANGE 36 EAST

SKETCH OF DESCRIPTION

NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
PARENT PARCEL ID NUMBER 24-36-33-37-*-D
PURPOSE: CITY OF COCOA EASEMENT



SECTION 33 TOWNSHIP 24 SOUTH, RANGE 36 EAST

PROJECT NO. 2017043
PREPARED BY: DAVID J. KUGELMANN, PLS

Legislation Details (With Text)

File #:	17-207	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/3/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Authorize the City Manager to Approve Change Order #1 to P.O. 69809 with Burnett Lime Company for Additional Funds needed to Treat Surface Water at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agenda of 1-10-17; File ID 16-562.pdf Journal of 1-10-17; Item V.1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2017
Agenda Date: May 23, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order #1 to P.O. 69809 with Burnett Lime Company for Additional Funds needed to Treat Surface Water at the Dyal Water Treatment Plant

BACKGROUND:

The FY2017 chemical budget was a best estimate for running the Surface Water Plant at 5 MGD. The Dyal Water Treatment Plant has actually been treating 6 MGD of Surface Water since October 2016. This increased flow has depleted the purchase order. Additional funds are necessary for us to run the Surface Water Plant for the remainder of FY2017.

The Dyal WTP has averaged $11,000 a month for CalFlo since October of this Fiscal year. CalFlo is a required chemical which adds alkalinity and removes turbidity in the Surface Water Treatment Plant. We will be shutting down the Surface Water Plant for 2 months (June and July) for planned construction improvements, but the Dyal Plant will need additional funds for the remainder of FY2017. The months of May, August and September will require $33,000 while the remaining balance of the purchase order is $10,000 for a net need of $25,000.

Staff requests approval of this change order to add additional funds in order to run the Surface Water Plant for the remainder of the fiscal year.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transferred attached	N/A
Amount Requested	$25,000
Account Number	421-4020-536-52-00
Account Name	Operating Supplies
Source of Funds	Operating Revenue
Change Order Amount	$25,000
Original Purchase Order	69809
Original P.O. Amount	$84,000
Total number of change orders to date	1
Total amount in change orders to date	$25,000

PREVIOUS ACTION:

On January 10, 2017, City Council approved a resolution waiving the competitive bidding process for the purpose of Making Sole Source Purchases of CalFlo from Burnett Lime Company, Campobello, South Carolina effective October 1, 2016 through September 30, 2017.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order #1 to P.O. 69809 with Burnett Lime Company for Additional Funds needed to Treat Surface Water at the Dyal Water Treatment Plant.

File #: 16-562, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: December 6, 2016
Agenda Date: January 10, 2017
Prepared By: David Fisher, Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017

BACKGROUND:

The Dyal Water Treatment Facility has pilot tested and found Cal-Flo to be the most effective process chemical to add alkalinity to the surface water plant along with reducing turbidity.

The Cal-Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase. The liquid lime product has the ability to reduce turbidity in the filters at a lower cost and still add alkalinity to the water. This product works great for color and organic removal in addition to pH control for the Surface Water Treatment Plant. This chemical is not available from any other source.

Staff recommends approval of a sole source purchase of Cal-Flo Liquid Lime from Burnett Lime Company, Inc., Campobello, South Carolina.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted?	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$84,000
Account Number	421-4020-536.52-00
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc.

V. CONSENT AGENDA:

1. Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017. (16-562). (Utilities Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

2. Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. (16-563). (Utilities Director)

   - **Approved.**

3. 1) Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS; 2) Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF; and 3) Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630. (16-567). (Public Works Director)

   - **Approved. Resolutions and Budget Amendments to be executed and forwarded as necessary.**

4. Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building. (16-580). (Utilities Director)

   - **Approved.**

5. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders. (17-1). (Utilities Director)

   - **Approved. Resolution to be executed and forwarded as necessary.**

6. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract

Legislation Details (With Text)

File #:	17-209	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/4/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Authorize the City Manager to Approve Change Order #1 to Purchase Order 70342 with Solid Waste Management for Tipping Fees at the Brevard County Solid Waste Landfill. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	County Solid Waste Quote Sole Source vendors 2.9.17 PO #70342				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2017
Agenda Date: May 23, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order #1 to Purchase Order 70342 with Solid Waste Management for Tipping Fees at the Brevard County Solid Waste Landfill

BACKGROUND:

The Dyal Water Treatment Plant has a large pile of Lime Residual Sludge on its property. This sludge is a waste product from the treatment process and has to be removed to make room for future sludge storage. The lime sludge is tainted with Cogan's Grass, limiting its disposal to an approved waste site. The only approved waste site near the Dyal Water Treatment Plant is the Brevard County Solid Waste Landfill. Due to the volume of stock piled material, Staff anticipates re-budgeting funds each year to remove the sludge over time.

Staff recommends approval of this change order to Purchase Order with Solid Waste Management for disposal of the lime sludge.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	NA
Amount Requested	$80,000
Account Number	421-4020-536.34-00
Account Name	Contract Services

Source of Funds Operating Revenue

Change Order Amount $80,000

Original Purchase Order	70342
Original P.O. Amount	$41,000
Total number of change orders to date	1
Total amount in change orders to date	$80,000

PREVIOUS ACTION:

None.

RECOMMENDED MOTION

To Authorize the City Manager to Approve Change Order #1 to Purchase Order 70342 with Solid Waste Management for Tipping Fees at the Brevard County Solid Waste Landfill.

powered by Legistar™

Shawn Weston

From: Lugar, Deborah L <Deborah.Lugar@brevardfl.gov>
Sent: Monday, April 03, 2017 10:12 AM
To: Shawn Weston
Subject: Lime sludge

The County will accept the lime sludge from the Dyal Water Treatment Plant at the Central Disposal Facility, 2250 Adamson Road, Cocoa. The disposal charge is $25.00/ton; however, we must limit the City to around 100cy per day.

Deborah Lugar
Assistant Director
Brevard County Solid Waste Mgmt. Dept.
2725 Judge Fran Jamieson Way, A-118
Viera FL 32940
Phone: (321) 633-2042
FAX: (321) 633-2038
Email: deborah.lugar@brevardfl.gov



BOARD OF COUNTY COMMISSIONERS
"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Click here to report this email as spam.

Proprietary Sole Source Vendors (Current As Of 2/9/17)

Vendors are exempt from competitive bid or quote

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Boss—Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
CCG Systems Inc.	7814	Service provider for "faster" Fleet Management System
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South, LLC	2014	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
Environmental Resource Associates (ERA)	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging	9901	Employee HID Cards
Facility Dude.Com	9039	(PW) work order system yearly license
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Gerber Pumps Intl.	1449	DISCFLO pumps
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc. (Kemira)	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer
Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities Laboratory	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
SCI Distribution LLC	2437	Parts & service for automated fueling system

Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
St. John's River Water Management District	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland Trane Orlando Company	9530 6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	9782	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Deplox Chlorine monitor
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc.	1240 9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date 2/8/17

Finance Director — Date 2.8.17

City Manager — Date 2/9/17

PROPRIETARY SOLE SOURCE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70342

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 5123
VENDOR FAX NO.: 321-633-1966
VENDOR PH NO.: 321-633-1888

DATE 4/18/2017
DATE REQUIRED 9/30/2017

SOLID WASTE MANAGEMENT
2725 JUDGE FRAN JAMIESON
BLDG A ROOM 118
VIERA FL 32940-6605

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000032783 F.O.B. COCOA
SHAWNY WESTON 4020

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	41000.00	SUM	DISPOSAL OF LIME SLUDGE TO THE LANDFILL pre-approved sole source vendor cost will be $25 per ton x 82 trucks x 20 tons per truck = $41000.	1.0000	41000.00
				TOTAL	41000.00

REMARKS:

```
**********************************
*    THIS PURCHASE ORDER WILL    *
*  EXPIRE ON SEPTEMBER 30, 2017  *
*         **********             *
*    TO AVOID DELAYED PAYMENT    *
*      EMAIL INVOICE(S) TO:      *
*   ACCOUNTSPAYABLE@COCOAFL.ORG  *
**********************************
```

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140205363400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

Server Error

The server encountered a temporary error and could not complete your request.

Please try again in 30 seconds.

DATE: 4/10/2017

TO: **Michael Giorgio - Streets-Stormwater & Grounds Manager**
City of Cocoa Public Works
155 N. Wilson Ave
Cocoa, FL 32922
(321)-433-8771

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
D MICRO-SURFACE Carlton Terrace

Product	Description	Units	Quantity	Unit Price	Total Price
	Polk County Contract				$ -
	PC 005 Micro-Surfacing				
PC-005-2	DOUBLE MICRO-SURFACING	SY	43,687.00	$ 3.45	$ 150,720.15
710	PAINTED PM				
11-125	Standard, White, Solid, 24"	LF	650.00	$ 3.00	$ 1,950.00
11-211	Standard, Yellow, Solid, 6"	NM	0.30	$ 1,585.00	$ 475.50
PC--012-2	FURNISHING/ INSTALLING BI-DIRECTIONAL YELL	EA	15.00	$ 5.00	$ 75.00
101-1	Mobilization	LS	1.00	$ 1,500.00	$ 1,500.00
102-1	Maintenance Of Traffic	Per Day	6.00	$ 1,250.00	$ 7,500.00
	Replace Blue RPM's at Fire Hydrants				
					$ -
				Total	$ 162,220.65

Respectfully Submitted,

Kristoffer D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Coquina Dr	Meridian Ave	Indian River Dr	1,400	20.0	3,111.11		
			Street Parking	220	12.0	293.33		
	MacFarland Dr	Indian River Dr	Indian River Dr	2,100	20.0	4,666.67		
	Lucerne Dr	MacFarland	DE	830	18.0	1,660.00		
	Meridian Ave	Coquina Dr	Bellair Dr	1,600	18.0	3,200.00		
	Dixie Ct	Bellair Dr	New Pavement	500	18.0	1,000.00		
	McLeod Dr	Dixie Ct	US 1	1,000	18.0	2,000.00		
	Dade Ct	Belmont Dr	Mc Leod Dr	610	20.0	1,355.56		
	Belair Dr	MacFarland Dr	US 1	1,150	18.0	2,300.00		
	Belmont Dr	Meridian Ave	US 1	700	18.0	1,400.00		
	Carleton Dr	Indian River Dr	US 1	1,400	18.0	2,800.00		
	Fairmont Dr	Meridian Ave	US 1	200	18.0	400.00		
	Clairmont Dr	Meridian Ave	Coquina Dr	1,400	18.0	2,800.00		
	Broadview Dr	US 1	Manor Dr.	570	20.0	1,266.67		
	Berkshire Dr	US 1	Manor Dr	600	19.0	1,266.67		
	Beverly Rd	US 1	Indian River Dr	420	30.0	1,400.00		
	Bedford Pl	US 1	Manor Dr	350	20.0	777.78		
	Manor Dr	Circle Dr	Broadview Dr	1,100	19.0	2,322.22		
	Indian Cir	Indian River Dr	US 1	1,650	20.0	3,666.67		
				80	17.0	151.11		
				360	24.0	960.00		
	Circle Dr	Indian River Dr	Manor Dr	2,200	20.0	4,888.89		
				20,440.00		43,687	Total	$0.00

Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
Zephyrhills, FL 33540
Ph: 813-480-1865

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
	Coquina Dr	400'			10'	
	Mc Farland Dr				80'	
	Lucerne Dr				50'	
	Meridian Ave				60'	
	Dixie Ct				20'	
	McLeod Dr				10'	
	Dade Ct				30'	
	Belair Dr				30'	
	Belmont Dr	30'			10'	

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W
	Carleton Dr	400'			60'	
	Fairmont Dr				10'	
	Clairmont Dr				20'	
	Broadview Dr				0	
	Berkshire Dr				10'	
	Beverly Rd				40'	
	Bedford Pl				0	
	Manor Dr				30'	
	Indian Cir				40'	
	Circle Dr				20'	
		0	0	0	0	0

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

12"W	6" W skip	Arrows	School	18" W	RPM	R/R	MES

12"W	6" W skip	Arrows	School	18" W	RPM	R/R	MES

12"W	6" W skip	Arrows	School	18" W	RPM	R/R	MES
0	0	0	0	0	0	0	0

12"W	6" W skip	Arrows	School	18" W	RPM	R/R	M

AWARD INFORMATION
FOR
BID # 15-601
Pavement Management Alternative Methods

AWARD DATE:	**October 5, 2015**	**October 5, 2015**
AWARDED TO:	**Pavement Technology Inc.**	**Asphalt Paving System, Inc,**
ADDRESS	**24144 Detroit Road Westlake, OH 44145**	**9021 Wire Road Zephyrhills, FL 33540**
PHONE NUMBER	**440-892-1895**	**813-788-0010**
TOLL FREE NUMBER	**800-333-6309**	
CONTACT:	**John J. Schlegel**	**Robert Capoferri**
EMAIL ADDRESS:	**jschlegel@pavetechinc.com**	**ponderosamark@hotmail.com**
ITEMS:	**PC-002**	**PC-003 ALT, PC-004 ALT, PC-005 ALT PC-006 ALT, PC-007 ALT, PC-008 ALT, PC-009 ALT**
CONTRACT PERIOD:	**October 5, 2015 through October 4, 2018**	**October 5, 2015 through October 4, 2018**
MASTER PO#	**21600219**	**21600220**

PC-002 ASPHALT REJUVENATOR			**Pavement Tech**	Asphalt Paving Systems
Item No.	**Description**	**Unit**	**Unit Price**	
PC-002	**ASPHALT REJUVENATOR**			
PC-002-1	ASPHALT REJUVENATOR PER SPECIFICATION	SY	$0.78	No Bid
902-2	SILICA SAND	SY	$0.02	No Bid
101-1	**MOBILIZATION**			
	Work Order Total $0.00 - $50,000	LS	$1,500.00	No Bid
	Work Order Total $50,001 - $100,000	LS	$1,200 .00	No Bid
	Work Order Total $100,001 - $500,000	LS	$1,000.00	No Bid
	Work Order Total Over $500,000	LS	$500 .00	No Bid
102-1	**Maintenance of Traffice (MOT)**			
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$800 .00	No Bid
BASIS FOR AWARD TOTAL BID: $5,000.80				
ADDITIONAL PRICING FOR INFORMATION				
PC-012	**REFLECTIVE PAVEMENT MARKERS**			
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$1.10	No Bid
PC-012-2	FURNISH/INSTALL Bl-DIRECTIONAL YELLOW MARKER (A/A)	EA	$5.50	No Bid
PC-012-3	FURNISH/INSTALL Bl-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$5.50	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$5.50	No Bid
710	**PAINTED PAVEMENT MARKINGS**			
11-111	Standard, White, Solid 6"	NM	$1,742.00	No Bid
11-122	Standard, White, Solid 8"	LF	$0.55	No Bid
11-123	Standard, White, Solid 12"	LF	$1.65	No Bid
11-124	Standard, White, Solid 18"	LF	$2.47	No Bid
11-125	Standard, White, Solid 24"	LF	$3.30	No Bid
11-131	Standard, White Skip 6"	GM	$580.00	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55	No Bid
11- 160	Standard, White, Message	EA	$55.00	No Bid
11-170	Standard, White, Arrows	EA	$27.50	No Bid
11-180	Standard, White,Yield Line	LF	$5.50	No Bid
11-211	Standard, Yellow , Solid 6"	NM	$1,742 .00	No Bid
11-222	Standard, Yellow , Solid 8"	LF	$0.55	No Bid
11-223	Standard, Yellow, Solid 12 "	LF	$1.65	No Bid
11-224	Standard, Yellow , Solid 18"	LF	$2 .47	No Bid
11-225	Standard, Yellow, Solid 24"	LF	$3 .30	No Bid
11-231	Standard,Yellow, Skip 6"	GM	$726 .00	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55	No Bid
711	**Thermoplastic Pavement Markings (711)**			
11-111	Thermo, Standard,White, Solid 6"	NM	$4,356.00	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	$1.32	No Bid
11-123	Thermo , Standard, White, Solid 12"	LF	$2.75	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	$4.12	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	$5 .50	No Bid
11- 131	Thermo, Standard, White Skip 6"	GM	$1,234.00	No Bid
11-151	Thermo, Standard,White, Dotted/Guideline 6- 10 Gap, 6"	LF	$1.21	No Bid
11-160	Thermo, Standard, White, Message	EA	$209 .00	No Bid
11-170	Thermo, Standard, White, Arrows	EA	$66 .00	No Bid
11-180	Thermo, Standa rd,White, Yield Line	LF	$8.80	No Bid
11-211	Thermo, Standard,Yellow, Solid 6"	NM	$4,356 .00	No Bid
11-222	Thermo, Standard,Yellow, Solid 8"	LF	$1.21	No Bid
11-223	Thermo, Standard,Yellow, Solid 12"	LF	$2.75	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	$4.12	No Bid
11-225	Thermo, Standard,Yellow, Solid 24"	LF	$5.50	No Bid
11-231	Thermo, Standard, Yellow , Skip 6"	GM	$1,234.00	No Bid
11-251	Thermo, Standard,Yellow , Dotted/Guideline 6-10 Gap, 6"	LF	$1.21	No Bid

PC-002-ALT. ASPHALT REJUVENATOR

Item No.	Description	Unit	Unit Price	Pavement Tech	Asphalt Paving Systems
PC-002	**ASPHALT REJUVENATOR**			No Bid	No Bid
PC-002-2	ASPHALT REJUVENATOR - ALTERNATE MATERIAL	SY		No Bid	No Bid
902-2	SILICA SAND	SY		No Bid	No Bid
101-1	**MOBILIZATION**			No Bid	No Bid
	Work Order Total $0.00 - $50,000	LS		No Bid	No Bid
	Work Order Total $50,001 - $100,000	LS		No Bid	No Bid
	Work Order Total $100,001 - $500,000	LS		No Bid	No Bid
	Work Order Total Over $500,000	LS		No Bid	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid	No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day		No Bid	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid	No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA		No Bid	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA		No Bid	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA		No Bid	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA		No Bid	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid	No Bid
11-111	Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Standard, White, Message	EA		No Bid	No Bid
11-170	Standard, White, Arrows	EA		No Bid	No Bid
11-180	Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid	No Bid
11-111	Thermo, Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Thermo, Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Thermo, Standard, White, Message	EA		No Bid	No Bid
11-170	Thermo, Standard, White, Arrows	EA		No Bid	No Bid
11-180	Thermo, Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid

BASIS FOR AWARD **TOTAL BID:** **$0.00**

Company Name

PC-003 CRACK SEALING

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-003	**CRACK SEALING**			No Bid
	0 - 500	GAL	**20**	No Bid
	501 - 1,000	GAL	**18**	No Bid
	1,001 - 5,000	GAL	**16**	No Bid
	5,001 AND OVER	GAL	**15**	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	500	No Bid
	Work Order Total $50,001 - $100,000	LS	200	No Bid
	Work Order Total $100,001 - $500,000	LS	200	No Bid
	Work Order Total Over $500,000	LS	200	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$2,419.00**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid

PC-004 CHIP SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-004-1	**CHIP SEAL (SINGLE APPLICATION)**			No Bid
	0 - 25,000	SY	**2.8**	No Bid
	25,001 - 50,000	SY	**2.39**	No Bid
	50,001 AND OVER	SY	**2.26**	No Bid
PC-004-2	**CHIP SEAL (DOUBLE APPLICATION)**			No Bid
	0 - 25,000	SY	**4.15**	No Bid
	25,001 - 50,000	SY	**3.88**	No Bid
	50,001 AND OVER	SY	**3.78**	No Bid
	50,001 AND OVER	SY	**3.78**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	2500	No Bid
	Work Order Total $50,001 - $100,000	LS	2500	No Bid
	Work Order Total $100,001 - $500,000	LS	2500	No Bid
	Work Order Total Over $500,000	LS	2500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$26,296.19**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-005 MICRO-SURFACING

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-003	**CRACK SEALING**			No Bid
	0 - 500	GAL	**20**	No Bid
	501 - 1,000	GAL	**18**	No Bid
	1,001 - 5,000	GAL	**16**	No Bid
	5,001 AND OVER	GAL	**15**	No Bid
PC-005	**MICRO-SURFACCING**			No Bid
PC-005-1	SINGLE MICRO	SY	**2.25**	No Bid
PC-005-2	DOUBLE MICRO	SY	**3.45**	No Bid
PC-005-3	RUT FILLING	TON	**150**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	1500	No Bid
	Work Order Total $50,001 - $100,000	LS	1500	No Bid
	Work Order Total $100,001 - $500,000	LS	1500	No Bid
	Work Order Total Over $500,000	LS	1500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$22,497.70**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-006 SCRUB SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
				No Bid
PC-006	**SCRUB SEAL**			No Bid
	0 - 25,000	SY	**3.65**	No Bid
	25,001 - 50,000	SY	**3.25**	No Bid
	50,001 AND OVER	SY	**3.15**	No Bid
PC-009	**FOG SEAL**			No Bid
	0 - 25,000	SY	**0.55**	No Bid
	25,001 - 50,000	SY	**0.4**	No Bid
	50,001 AND OVER	SY	**0.35**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6'	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	2500	No Bid
	Work Order Total $50,001 - $100,000	LS	2500	No Bid
	Work Order Total $100,001 - $500,000	LS	2500	No Bid
	Work Order Total Over $500,000	LS	2500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$26,284.50**	

	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-001	**Milling from 0 to 1,000 Square Yards**			No Bid
PC-001-1	0" - 1"	Sq Yd	**6**	No Bid
PC-001-2	1.01" - 2"	Sq Yd	**8**	No Bid
PC-001-3	2.01" - 3"	Sq Yd	**9**	No Bid
PC-001-4	3.01" -4"	Sq Yd	**10**	No Bid
PC-001-5	greater than 4"	Sq Yd	**11**	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	**4.75**	No Bid
PC-001-7	1.01" - 2"	Sq Yd	**5.5**	No Bid
PC-001-8	2.01" - 3"	Sq Yd	**6.25**	No Bid
PC-001-9	3.01" -4"	Sq Yd	**6.5**	No Bid
PC-001-10	greater than 4"	Sq Yd	**6.75**	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	**2.5**	No Bid
PC-001-12	1.01" - 2"	Sq Yd	**3**	No Bid
PC-001-13	2.01" - 3"	Sq Yd	**3.5**	No Bid
PC-001-14	3.01" -4"	Sq Yd	**4**	No Bid
PC-001-15	greater than 4"	Sq Yd	**4.5**	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	**1.75**	No Bid
PC-001-17	1.01" - 2"	Sq Yd	**2.25**	No Bid
PC-001-18	2.01" - 3"	Sq Yd	**2.75**	No Bid
PC-001-19	3.01" -4"	Sq Yd	**3.25**	No Bid
PC-001-20	greater than 4"	Sq Yd	**3.75**	No Bid
334	**Asphalt Types from 0 to 100 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**109**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**107**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**120**	No Bid
334	**Asphalt Types from 101 to 1,000 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**99**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**97**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**110**	No Bid
334	**Asphalt Types over 1,001 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**94**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**92**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**105**	No Bid
PC-007	**Cold-in-Place Recycling (CIP)**			No Bid
PC-007-1	Excavation for Widening or Unsuitable Material	CY	**25**	No Bid
PC-007-2	Added RAP or Aggregate	Ton	**18**	No Bid
	CIP from 0 to 25,000 Square Yards			No Bid
PC-007-3	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**7.25**	No Bid
PC-007-4	Asphalt Emulsion	Gal	**2.45**	No Bid
	CIP from 25,001 to 50,000 Square Yards			No Bid
PC-007-5	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**5.75**	No Bid
PC-007-6	Asphalt Emulsion	Gal	**2.45**	No Bid
	CIP over 50,000 Square Yards			No Bid
PC-007-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**4.95**	No Bid
PC-007-8	Asphalt Emulsion	Gal	**2.45**	No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	7000	No Bid
	Work Order Total $50,001 - $100,000	LS	7000	No Bid
	Work Order Total $100,001 - $500,000	LS	7000	No Bid
	Work Order Total Over $500,000	LS	7000	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD **TOTAL BID: $45,587.35**

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-001	**Milling from 0 to 1,000 Square Yards**			No Bid
PC-001-1	0" - 1"	Sq Yd	**6**	No Bid
PC-001-2	1.01" - 2"	Sq Yd	**8**	No Bid
PC-001-3	2.01" - 3"	Sq Yd	**9**	No Bid
PC-001-4	3.01" -4"	Sq Yd	**10**	No Bid
PC-001-5	greater than 4"	Sq Yd	**11**	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	**4.75**	No Bid
PC-001-7	1.01" - 2"	Sq Yd	**5.5**	No Bid
PC-001-8	2.01" - 3"	Sq Yd	**6.25**	No Bid
PC-001-9	3.01" -4"	Sq Yd	**6.5**	No Bid
PC-001-10	greater than 4"	Sq Yd	**6.75**	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	**2.5**	No Bid
PC-001-12	1.01" - 2"	Sq Yd	**3**	No Bid
PC-001-13	2.01" - 3"	Sq Yd	**3.5**	No Bid
PC-001-14	3.01" -4"	Sq Yd	**4**	No Bid
PC-001-15	greater than 4"	Sq Yd	**4.5**	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	**1.75**	No Bid
PC-001-17	1.01" - 2"	Sq Yd	**2.25**	No Bid
PC-001-18	2.01" - 3"	Sq Yd	**2.75**	No Bid
PC-001-19	3.01" -4"	Sq Yd	**3.25**	No Bid
PC-001-20	greater than 4"	Sq Yd	**3.75**	No Bid
334	**Asphalt Types from 0 to 100 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**109**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**107**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**120**	No Bid
334	**Asphalt Types from 101 to 1,000 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**99**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**97**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**110**	No Bid
334	**Asphalt Types over 1,001 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**94**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**92**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**105**	No Bid
PC-008	**Full Depth Reclamation (FDR)**			No Bid
PC-008-1	Excavation for Widening or Unsuitable Material	CY	**25**	No Bid
PC-008-2	Added RAP or Aggregate	Ton	**18**	No Bid
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards			No Bid
PC-008-3	Pulverization	Sq Yd	**7.1**	No Bid
PC-008-4	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-6	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards			No Bid
PC-008-7	Pulverization	Sq Yd	**5.5**	No Bid
PC-008-8	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-10	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	Full Depth Reclamation (FDR) over 50,000 Square Yards			No Bid
PC-008-11	Pulverization	Sq Yd	**4.5**	No Bid
PC-008-12	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	SHOULDER AND ROADSIDE			No Bid

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price	No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	7000	No Bid
	Work Order Total $50,001 - $100,000	LS	7000	No Bid
	Work Order Total $100,001 - $500,000	LS	7000	No Bid
	Work Order Total Over $500,000	LS	7000	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD **TOTAL BID: $46,039.50**

PC-009 FOG SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-009	**FOG SEAL**			No Bid
	0 - 25,000	SY	**0.55**	No Bid
	25,001 - 50,000	SY	**0.4**	No Bid
	50,001 AND OVER	SY	**0.35**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	200	No Bid
	Work Order Total $50,001 - $100,000	LS	200	No Bid
	Work Order Total $100,001 - $500,000	LS	200	No Bid
	Work Order Total Over $500,000	LS	200	No Bid
				No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$17,074.45**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: 9/14/2015

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

Pavement Technology, Inc.	
VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
24144 Detroit Road	John J. Schlegel
MAILING ADDRESS	NAME (TYPED OR PRINTED)
Westlake, Ohio 44145	Vice President
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
(440) 892-1895	(800) 333-6309
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER
jschlegel@pavetechinc.com	
E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

BID SHEET

PC-002 ASPHALT REJUVENATOR

Item No.	Description	Unit	Unit Price
PC-002	**ASPHALT REJUVENATOR**		
PC-002-1	ASPHALT REJUVENATOR PER SPECIFICATION	SY	$0.78
902-2	SILICA SAND	SY	$0.02
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	$1,500.00
	Work Order Total $50,001 - $100,000	LS	$1,200.00
	Work Order Total $100,001 - $500,000	LS	$1,000.00
	Work Order Total Over $500,000	LS	$500.00
102-1	**Maintenance of Traffic (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$800.00

BASIS FOR AWARD **TOTAL BID: $5,000.80**

ADDITIONAL PRICING FOR INFORMATION			
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$1.10
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	$5.50
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$5.50
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$5.50
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	$1,742.00
11-122	Standard, White, Solid 8"	LF	$0.55
11-123	Standard, White, Solid 12"	LF	$1.65
11-124	Standard, White, Solid 18"	LF	$2.47
11-125	Standard, White, Solid 24"	LF	$3.30
11-131	Standard, White Skip 6"	GM	$580.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55
11-160	Standard, White, Message	EA	$55.00
11-170	Standard, White, Arrows	EA	$27.50
11-180	Standard, White, Yield Line	LF	$5.50
11-211	Standard, Yellow, Solid 6"	NM	$1,742.00
11-222	Standard, Yellow, Solid 8"	LF	$0.55
11-223	Standard, Yellow, Solid 12"	LF	$1.65
11-224	Standard, Yellow, Solid 18"	LF	$2.47
11-225	Standard, Yellow, Solid 24"	LF	$3.30
11-231	Standard, Yellow, Skip 6"	GM	$726.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	$4,356.00
11-122	Thermo, Standard, White, Solid 8"	LF	$1.32
11-123	Thermo, Standard, White, Solid 12"	LF	$2.75
11-124	Thermo, Standard, White, Solid 18"	LF	$4.12
11-125	Thermo, Standard, White, Solid 24"	LF	$5.50
11-131	Thermo, Standard, White Skip 6"	GM	$1,234.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$1.21
11-160	Thermo, Standard, White, Message	EA	$209.00
11-170	Thermo, Standard, White, Arrows	EA	$66.00
11-180	Thermo, Standard, White, Yield Line	LF	$8.80
11-211	Thermo, Standard, Yellow, Solid 6"	NM	$4,356.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	$1.21
11-223	Thermo, Standard, Yellow, Solid 12"	LF	$2.75
11-224	Thermo, Standard, Yellow, Solid 18"	LF	$4.12
11-225	Thermo, Standard, Yellow, Solid 24"	LF	$5.50
11-231	Thermo, Standard, Yellow, Skip 6"	GM	$1,234.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$1.21

PAVEMENT TECHNOLOGY, INC.

Company Name

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: 9/16/15

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

ASPHALT PAVING SYSTEMS, INC
VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

9021 WIRE ROAD
MAILING ADDRESS

ROBERT CAPOFERRI
NAME (TYPED OR PRINTED)

ZEPHYRHILLS, FL 33540
CITY, STATE AND ZIP CODE

PRESIDENT
TITLE (TYPED OR PRINTED)

(813) 788-0010
(AREA CODE) TELEPHONE NUMBER

N/A
TOLL FREE NUMBER

ponderosamark@hotmail.com
E-MAIL ADDRESS

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

BID SHEET
PC-003 CRACK SEALING

Item No.	Description	Unit	Unit Price
PC-003	**CRACK SEALING**		
	0 - 500	GAL	20
	501 - 1,000	GAL	18
	1,001 - 5,000	GAL	16
	5,001 AND OVER	GAL	15
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	500
	Work Order Total $50,001 - $100,000	LS	200
	Work Order Total $100,001 - $500,000	LS	200
	Work Order Total Over $500,000	LS	200
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $2,419.00**

ADDITIONAL PRICING FOR INFORMATION			
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET
PC-004 CHIP SEAL

item No.	Description	Unit	Unit Price
PC-004-1	**CHIP SEAL (SINGLE APPLICATION)**		
	0 - 25,000	SY	**2.8**
	25,001 - 50,000	SY	**2.39**
	50,001 AND OVER	SY	**2.26**
PC-004-2	**CHIP SEAL (DOUBLE APPLICATION)**		
	0 - 25,000	SY	**4.15**
	25,001 - 50,000	SY	**3.88**
	50,001 AND OVER	SY	**3.78**
	50,001 AND OVER	SY	**3.78**
902-2	Silica Sand	SY	**0.15**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	2500
	Work Order Total $50,001 - $100,000	LS	2500
	Work Order Total $100,001 - $500,000	LS	2500
	Work Order Total Over $500,000	LS	2500
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID:** **$26,296.19**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

BID SHEET
PC-005 MICRO-SURFACING

Item No.	Description	Unit	Unit Price
PC-003	**CRACK SEALING**		
	0 - 500	GAL	20
	501 - 1,000	GAL	18
	1,001 - 5,000	GAL	16
	5,001 AND OVER	GAL	15
PC-005	**MICRO-SURFACCING**		
PC-005-1	SINGLE MICRO	SY	2.25
PC-005-2	DOUBLE MICRO	SY	3.45
PC-005-3	RUT FILLING	TON	150
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	1500
	Work Order Total $50,001 - $100,000	LS	1500
	Work Order Total $100,001 - $500,000	LS	1500
	Work Order Total Over $500,000	LS	1500
102-1	**Maintenance of Traffic (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $22,497.70**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

Company Name ASPHALT PAVING SYSTEMS, INC

BID SHEET
PC-006 SCRUB SEAL

Item No.	Description	Unit	Unit Price
PC-006	**SCRUB SEAL**		
	0 - 25,000	SY	**3.65**
	25,001 - 50,000	SY	**3.25**
	50,001 AND OVER	SY	**3.15**
PC-009	**FOG SEAL**		
	0 - 25,000	SY	**0.55**
	25,001 - 50,000	SY	**0.4**
	50,001 AND OVER	SY	**0.35**
902-2	Silica Sand	SY	**0.15**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	2500
	Work Order Total $50,001 - $100,000	LS	2500
	Work Order Total $100,001 - $500,000	LS	2500
	Work Order Total Over $500,000	LS	2500
102-1	**Maintenance of Traffic (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $26,284.50**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

BID SHEET

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price
PC-001	**Milling from 0 to 1,000 Square Yards**		
PC-001-1	0" - 1"	Sq Yd	**6**
PC-001-2	1.01" - 2"	Sq Yd	**8**
PC-001-3	2.01" - 3"	Sq Yd	**9**
PC-001-4	3.01" -4"	Sq Yd	**10**
PC-001-5	greater than 4"	Sq Yd	**11**
	Milling from 1,001 to 5,000 Square Yards		
PC-001-6	0" - 1"	Sq Yd	**4.75**
PC-001-7	1.01" - 2"	Sq Yd	**5.5**
PC-001-8	2.01" - 3"	Sq Yd	**6.25**
PC-001-9	3.01" -4"	Sq Yd	**6.5**
PC-001-10	greater than 4"	Sq Yd	**6.75**
	Milling from 5,001 to 25,000 Square Yards		
PC-001-11	0" - 1"	Sq Yd	**2.5**
PC-001-12	1.01" - 2"	Sq Yd	**3**
PC-001-13	2.01" - 3"	Sq Yd	**3.5**
PC-001-14	3.01" -4"	Sq Yd	**4**
PC-001-15	greater than 4"	Sq Yd	**4.5**
	Milling over 25,000 Square Yards		
PC-001-16	0" - 1"	Sq Yd	**1.75**
PC-001-17	1.01" - 2"	Sq Yd	**2.25**
PC-001-18	2.01" - 3"	Sq Yd	**2.75**
PC-001-19	3.01" -4"	Sq Yd	**3.25**
PC-001-20	greater than 4"	Sq Yd	**3.75**
334	**Asphalt Types from 0 to 100 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**109**
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**107**
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**120**
334	**Asphalt Types from 101 to 1,000 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**99**
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**97**
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**110**
334	**Asphalt Types over 1,001 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**94**
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**92**
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**105**
PC-007	**Cold-in-Place Recycling (CIP)**		
PC-007-1	Excavation for Widening or Unsuitable Material	CY	**25**
PC-007-2	Added RAP or Aggregate	Ton	**18**
	CIP from 0 to 25,000 Square Yards		
PC-007-3	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**7.25**
PC-007-4	Asphalt Emulsion	Gal	**2.45**
	CIP from 25,001 to 50,000 Square Yards		
PC-007-5	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**5.75**
PC-007-6	Asphalt Emulsion	Gal	**2.45**
	CIP over 50,000 Square Yards		
PC-007-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**4.95**
PC-007-8	Asphalt Emulsion	Gal	**2.45**
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85

BID SHEET

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	7000
	Work Order Total $50,001 - $100,000	LS	7000
	Work Order Total $100,001 - $500,000	LS	7000
	Work Order Total Over $500,000	LS	7000
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $45,587.35**

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price
PC-001	**Milling from 0 to 1,000 Square Yards**		
PC-001-1	0" - 1"	Sq Yd	6
PC-001-2	1.01" - 2"	Sq Yd	8
PC-001-3	2.01" - 3"	Sq Yd	9
PC-001-4	3.01" -4"	Sq Yd	10
PC-001-5	greater than 4"	Sq Yd	11
	Milling from 1,001 to 5,000 Square Yards		
PC-001-6	0" - 1"	Sq Yd	4.75
PC-001-7	1.01" - 2"	Sq Yd	5.5
PC-001-8	2.01" - 3"	Sq Yd	6.25
PC-001-9	3.01" -4"	Sq Yd	6.5
PC-001-10	greater than 4"	Sq Yd	6.75
	Milling from 5,001 to 25,000 Square Yards		
PC-001-11	0" - 1"	Sq Yd	2.5
PC-001-12	1.01" - 2"	Sq Yd	3
PC-001-13	2.01" - 3"	Sq Yd	3.5
PC-001-14	3.01" -4"	Sq Yd	4
PC-001-15	greater than 4"	Sq Yd	4.5
	Milling over 25,000 Square Yards		
PC-001-16	0" - 1"	Sq Yd	1.75
PC-001-17	1.01" - 2"	Sq Yd	2.25
PC-001-18	2.01" - 3"	Sq Yd	2.75
PC-001-19	3.01" -4"	Sq Yd	3.25
PC-001-20	greater than 4"	Sq Yd	3.75
334	**Asphalt Types from 0 to 100 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	109
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	107
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	120
334	**Asphalt Types from 101 to 1,000 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	99
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	97
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	110
334	**Asphalt Types over 1,001 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	94
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	92
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	105
PC-008	**Full Depth Reclamation (FDR)**		
PC-008-1	Excavation for Widening or Unsuitable Material	CY	25
PC-008-2	Added RAP or Aggregate	Ton	18
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards		
PC-008-3	Pulverization	Sq Yd	7.1
PC-008-4	Cement - Cement Treatment	Ton	145
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-6	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards		
PC-008-7	Pulverization	Sq Yd	5.5
PC-008-8	Cement - Cement Treatment	Ton	145
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-10	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	Full Depth Reclamation (FDR) over 50,000 Square Yards		
PC-008-11	Pulverization	Sq Yd	4.5
PC-008-12	Cement - Cement Treatment	Ton	145
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75

BID SHEET

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	7000
	Work Order Total $50,001 - $100,000	LS	7000
	Work Order Total $100,001 - $500,000	LS	7000
	Work Order Total Over $500,000	LS	7000
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $46,039.50**

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET
PC-009 FOG SEAL

Item No.	Description	Unit	Unit Price
PC-009	**FOG SEAL**		
	0 - 25,000	SY	**0.55**
	25,001 - 50,000	SY	**0.4**
	50,001 AND OVER	SY	**0.35**
902-2	Silica Sand	SY	**0.15**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	200
	Work Order Total $50,001 - $100,000	LS	200
	Work Order Total $100,001 - $500,000	LS	200
	Work Order Total Over $500,000	LS	200
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $17,074.45**

	ADDITIONAL PRICING FOR INFORMATION		
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

GENERAL CONDITIONS

1. Award will be made based on the lowest responsive bid per alternative method meeting specifications. Bidders are not required to bid on all alternative methods, but must bid on all items contained within each alternative method bid in order for their bid to be considered responsive. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. **PERFORMANCE OF WORK:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

3. The period of performance for this bid begins on the date of award through September 30, 2016. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #12 and #13.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Upon execution of the bid, the County reserves the right to conduct an audit of the contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter. The County may also require submittal of the records from the contractor, the subcontractor, or both as the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.

8. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

9. **Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:**

    - Return only the required bid submittal pages
    - Avoid comb, velo binding, and plastic binders
    - Avoid plastic dividers and/or plastic tabs
    - Print and/or copy double-sided to the extent feasible
    - Use at least 30% post-consumer recycled content paper to the extent practicable

SPECIAL CONDITIONS

1. **BIDDER QUALIFICATIONS:** Bidders should submit a list of three (3) asphalt maintenance projects for each alternative method bid upon, successfully completed within the last five (5) years in which the Contractor's portion of the work exceeded $50,000.00. The projects must be for FDOT or for local government agencies. The list shall include the names of the projects, names of the governmental agencies, names of the Project Managers for the governmental agencies, phone numbers for the Project Managers, and the dollar amounts of the contracts.

2. The contractor(s) shall provide all services to properly complete the work described in the Bid document, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County determines that a job site is not being adequately supervised, a deficiency letter will be issued to the contractor(s).

3. Except as amended in the Bid document or otherwise directed by the Director User Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, all current editions.

4. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

5. **DEFINITIONS:** The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

   a. The Department or FDOT: Reference is to the County as the owner of the project.

   b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.

   c. The Engineer: This term has the same meaning as "Polk County Project Manager" as defined in the bid document.

   d. State Road: Any public roadway.

   e. The Department's Acceptance Tests: Tests adopted by the County.

   f. The District and/or Central Labs: The contractor's testing subcontractor, as authorized by the County.

6. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

   a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions

current at the time of the bid, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to Bid document.

i. For Shoulder Rework, refer to Section 577-70 of the 2000 Edition of FDOT Standard Specifications for Road and Bridge Construction.

b. If any conflicts exist between the specifications prescribed in the Bid document, the more stringent requirement shall apply.

7. **PROJECT QUOTES AND WORK ORDERS**

a. This annual bid includes asphalt roadway treatments and/or recycling for multiple project work orders at various locations throughout Polk County, according to the requirements of the Bid document. The project work order locations may be anywhere within Polk County.

b. The County will perform a preliminary estimate for each project using the unit prices from the awarded vendors bid submittal for the alternative method to be used. The preliminary estimates may also include out of scope work items determined by the Project Manager. The contractor's final estimates will be returned the County Project Manager, including those out of scope cost previously identified by the Project Manager, prior to the deadline stated in the request for final estimate. When the final estimate is approved, a purchase order will be issued and notice to proceed given to the contractor. A work order with the approved final estimate must be attached to the purchase order. The contractor will then commence work and proceed in accordance with the approved schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The approved quote amount on any individual work order shall be the maximum compensation payable to the contractor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

8. **PROJECT SCHEDULES:** The County will require that the contractor submit time estimates for specific projects, at the County's request.

9. **Working Hours:** The regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 5 working days in advance from the County Project Management Section. Permission to work on County holidays must be requested a minimum of 5 working days in advance from the County Project Management Section.

10. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Contractor for the "out of scope" work. . The "out of scope" proposal shall contain all necessary costs, expenses and time; the County shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-

scope" services. Contractor shall not commence work on any "out of scope" services until approval is received from the County Project Manager.

11. **TESTING AND INSPECTIONS**

a. The contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the contractor. For these inspections and testing, the contractor shall give the County Project Management Section a minimum of 48 hours' notice to prepare for the required inspections or testing.

b. For all required inspections, tests and approvals on any work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Management Section with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

c. Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the contractor's expense.

d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

12. **EMERGENCIES:** In the event of an emergency, the contractor shall immediately notify the County Project Management Section.

13. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The contractor shall not stop work on any project work order without the consent of the County Project Manager.

14. **MAINTENANCE OF TRAFFIC**

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

b. The contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.

15. **SURVEY**

a. The County Survey Section will provide any construction layout services necessary to construct a project under this contract.

b. The County Survey Section will provide any "as-built" surveys necessary after construction is completed.

16. **UTILITY COORDINATION:** The contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

17. **MATERIALS**

a. The contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County Project Management Section immediately upon delivery or as soon thereafter as is practical.

b. Arrangements for storage areas for materials and equipment shall be the responsibility of the contractor. Before mobilizing or storing any materials or equipment, the contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The contractor shall be responsible for restoring any and all damages to storage areas. Restoration of damage to public right-of-ways, easements, or private properties outside of the work zone area shall be the contractor's responsibility. Reimbursement for restoration of storage areas outside of the work zones shall be included in the contractor's Mobilization bid price.

18. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

19. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty. If the contractor desires to make a delay claim, any such claim shall be submitted to the County Project Manager in writing within three working days of the occurrence of the event giving rise to the claim.

20. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the contractor to stop the leak. The contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. **SAFETY**

a. The contractor is responsible for providing for the safety of all contractor's or subcontractor's personnel working in the Project Area.

b. The contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no

more than 5 business days before beginning any excavation, the contractor provide notification according to the procedures of the F.S. Chapter 556.

22. **WORK AREA CLEAN-UP REQUIREMENTS**

a. During the progress of the Work, the contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

b. Following completion of the Work, contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public right-of-ways, easements, and private properties. The contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

23. **WORK STOPPAGE:** From time to time, it may be necessary for the contractor to stop a portion of the work or all work to accommodate a civic function. If the contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

24. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the material's specification.

TECHNICAL SPECIFICATIONS

1. Bid Item No. PC-002 - Asphalt Rejuvenator

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of an asphalt rejuvenating agent to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Asphalt Rejuvenator will be measured by the square yard as provided for in the Bid Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

2. Bid Item No. PC-003 – Crack Sealing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the preparation and sealing of all surface cracks ¼" inch wide or greater.

b. Method of Measurement: Crack Sealing shall be measured in gallons of crack seal applied to the road, as provided in the Contract Documents.

c. Basis of Payment: The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to complete the work as specified.

3. Bid Item No. PC-004 – Chip Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for single or double application of combined layers of polymer modified liquid asphalt emulsion and spread aggregate.

b. Method of Measurement: Chip seal, single or double application, will be measured by the square yard as provided for in the Contract Documents.

d. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

4. Bid Item No. PC-005 – Micro-Surfacing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the placement of a polymer modified microsurface on a prepared existing paved road to the thickness specified by the County.

b. Method of Measurement: Microsurfacing will be measured by the square yard, with the exception of that used for rut filling. The later will be measured per ton, as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

5. Bid Item No. PC-006 - Scrub Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a Scrub seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Scrub Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

6. Bid Item No. PC-007 – Cold-In-Place Recycling (CIP)

a. Description: Furnish all labor, materials and equipment necessary to perform all operations for the in-place construction of Cold Recycled Bituminous Base Course or CIR, as set forth in the Contract Documents.

b. Method of Measurement: CIR will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to CIR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

7. Bid Item No. PC-008-3 and PC-008-4 – Full Depth Reclamation (FDR)

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

8. Bid Item No. PC-009- Bituminous Fog Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a bituminous fog seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Fog Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

PC-002 – ASPHALT REJUVENATOR

I. Description

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material

A. Rejuvenator Agent:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	TEST METHOD		REQUIREMENTS	
TESTS	**ASTM**	**AASHTO**	**MIN.**	**MAX.**
Tests on Emulsion:				
Viscosity # 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (mod)	T-59 (mod)	--	0.1
Particle Charge Test	D-244	T-59	Positive	
Percentage Light Transmittance[4]	GB	GB	--	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	--
Viscosity @ 60°C, cst	D-445	--	100	200
Asphaltenes, %w	D-2006-70	--	--	1.00
Maltene Dist. Ratio	D-2006-70	--	0.3	0.60
$\frac{PC + A_1}{S + A_2}$[5]				
PC/S Ratio[5]	D-2006-70	--	0.5	--
Saturated Hydrocarbons, S[5]	D-2006-70	--	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidaffins S= Saturated Hydrocarbons

B. Material Performance

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt

binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities, counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. Distributer Tank:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

B. Sand Truck:

Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. They must submit with their bid a list of five projects on which they applied said rejuvenator. They shall indicate the project dates, number of square yards treated in each, and the name and phone number of the representative in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. Construction

A. Storm Water Pollution Prevention Plan

The contractor responsible for applying the asphalt rejuvenating agent shall maintain a current, written Storm Water Pollution Prevention Plan (SWPPP) that complies with all relevant Environmental Protection Agency (EPA) regulatory requirements. Prior to the commencement of application operations, the contractor shall conduct SWPPP training of all personnel actually applying the asphalt rejuvenating agent. At all times, the contractor shall ensure that a current copy of their SWPPP is present on-site, wherever the asphalt rejuvenating agent is being applied.

B. Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

C. Weather and Seasonal Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent. The contractor shall perform follow-up inspections of stormwater inlets, culverts, and drainage ditches (in accordance with the contractor's SWPPP) in the vicinity of the asphalt rejuvenating agent application operations, whenever a precipitation event, in excess of 0.10 inches of rain, occurs during a two day period following application of the asphalt rejuvenating agent. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

D. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

F. Application of Rejuvenating Agent

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement

shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer.

Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable by the Engineer.

After the rejuvenating agent has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

G. Quality Assurance and Testing

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

The County, at their option, may require testing to be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). The testing protocol shall be extraction and recovery of the top 3/8” layer from a 4-inch or 6-inch core by ASTM D2172 and ASTM D1856. The recovered binder can be tested for complex viscosity @ 60ºC, Pas, using the Dynamic Shear Rheometer (DSR) by AASHTO T315, or viscosity @ 60ºC, Poises, using the Absolute viscosity @ 60ºC, Poises, by ASTM D2171.

Test sections shall be at least one squared yard in area. The test sections shall have

various application rates for each pavement type that exists on the project and shall be conducted prior to the application of product to define application rates which meet and/or exceed the above targets.

Costs associated with testing shall be included in bid price.

VI. Traffic Control

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.

The contractor shall be responsible for all traffic control and signing required to ensure safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

VII. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Asphalt Rejuvenating Agent, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rejuvenating Agent	Square Yard

END OF SECTION PC-002

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE

I. Scope

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

II. Equipment

A. Container may be either glass, plastic or metal having a capacity of 6,000 ml.
B. Graduated cylinder, 1,000 ml, or greater.
C. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumertron spectrophotometer.
D. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.
E. Suction bulb for use with the pipette.
F. Test tubes compatible with spectrophotometer, ¾" x 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L).

III. Spectrophotometer Calibration

A. Calibrate spectrophotometer as follows:
   1. Set wavelength at 580 mμ
   2. Allow spectrophotometer to warm up for thirty minutes.
   3. Zero percent light transmittance (%LT) scale.
   4. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube, or approximately 2/3 full.
   5. Place tube in spectrophotometer and set %LT scale at 100
   6. Repeat steps 3 and 5 two times or until no further adjustments are necessary.

IV. Procedure

A. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
B. Place 2.000 ml tap water in container.
C. Such 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
D. Using suction bulb, blow emulsion into container.
E. Rinse pipette by sucking in diluted emulsion solution and blowing out.
F. Clean pipette with soap or solvent and water. Rinse with acetone.
G. Stir diluted emulsion thoroughly.
H. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
I. Calibrate spectrophotometer.
J. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
K. Repeat steps I and J until three identical consecutive readings are achieved.
L. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

PC-003 CRACK SEALING

I. Description

The work consists of applying a hot-applied, single component polymer/rubber modified asphalt material supplied in solid form, to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. Cracks or joints that will be sealed shall be a minimum of one quarter (1/4) inch, and have a maximum width of one (1) inch.

II. Materials

A. Polymer/rubber Modified Asphalt Material: Materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulized rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance to ASTM D5078 to the manufacturer's maximum safe heating temperatures.

Property	Specification
Cone Penetration, 77.0°F (ASTM D5329)	30 – 60 dmm
Resilience, 77.0°F (ASTM D5329)	30 % minimum
Softening Point (ASTM D113)	200°F minimum
Ductility, 77.0°F (ASTM D113)	300 mm minimum
Flow 140°F (60°C) (ASTM D5329)	3mm maximum
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% minimum
Tension Adhesion (ASTM D5329)	400% minimum
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)

B. Blotting Material: If required, the blotting material shall be an aggregate such as cement dust, Crafco Detack or equivalent, or other cover aggregate approved by the Project Manager.

III. Equipment

A. Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter with transmittal of heat through heat transfer oil. It shall be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have an agitation system to meet the requirements of Appendix X1.1. of ASTM 6690. The sealant shall be applied to the pavement under pressure supplied by a gear pump with hose and wand and direct connecting applicator tip. The pump shall have sufficient pressure to apply designated sealant at a rate of at least three (3) gallons (11.4L) per minute. Melter applicators shall be approved for use by the sealant

manufacturer. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

B. Hot Compressed Air (HCA) Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

C. Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

D. Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

IV. Submittals

The Contractor shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.

A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:

- Road name, date, time application process starts, amount installed, time application process ends.
- Date, time and amount added to the melter.
- The lot number from each box added shall be also recorded.
- Weather conditions

The Contractor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

V. Preparations

A. Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

B. Surface Preparation: No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material, and are sufficiently dry. Following the initial routing and cleaning operation, all cracks and joints shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

C. Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept. Submittals and a copy shall be supplied to the Project Manager.

   All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

VI. Construction Methods

A. Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

B. General Sealant Application: All single transverse cracks in the travel lanes shall be sealed by the Cut and seal method. All other cracks in the travel lanes, shoulders, and auxiliary areas may be filled by either the Cut and Seal method or the Crack Fill method. If a surface treatment, such as resurfacing or surface sealing shall follow, the Crack filling material must cure for a minimum of 30 days prior to application of the final surface treatment.

C. Cut and Seal Method: Cut, clean and seal cracks and joints that are 1/16 inch or greater in width. Cut along the crack or joint to construct a uniform rectangular reservoir in which the sealant is to be placed. The reservoir shall be between ½ inch and ¾ inch in width. The depth of the reservoir shall be between ½ inch and 1 inch. The cut reservoir shall have vertical, intact sides with no loosely bonded aggregate. Following cutting, the reservoir shall be cleaned using the air blast method or other acceptable

method. The reservoir shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. If the reservoirs are not clean and dry, they shall be re-cleaned to achieve the required condition. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

D. Crack Fill Method: Clean and seal joints and cracks that are 1/16 inch or greater in width. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of at least twice the joint or crack width. Joints and cracks shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Sealant shall be applied to slightly overfill the crack or joint and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

E. Pavement Cleaning and Protection: The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall not be permitted on the pavement in treated areas during the initial curing period recommended by the manufacturer. The Contractor shall provide all temporary traffic control devices to protect the treated areas, as required by the Engineer.

Prevent tracking with an application of fine sand, unless it can be demonstrated that the crack and joint sealer will not track without its application. Other methods may be used if approved by the Engineer. Repair any pavement striping or markings affected by the application of the sealant. Any excessive or spilled sealant shall be removed by the Contractor using approved methods. Any damage to uncured sealant shall be repaired at the contractor's expense.

VII. Liability and Deficiencies

A. During the period of construction and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The Contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.

The Contractor shall be responsible for any claims of tracking as part of this specification. If there is a claim the Contractor shall be responsible for:

1. Applying more blotting material as necessary.
2. Address the tracked material by either removing or repairing the object that was affected.

B. Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

1. The sealant contains imbedded foreign material other than dusting material.
2. The sealant contains entrapped air bubbles;
3. The sealant has de-bonded or pulled away from the crack; or
4. The sealant has been excessively heated.

VIII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Crack Sealing-Filling, and not specifically listed in another item in the Bid Form, shall be included in this item.

The measurement shall be made in amount of linear feet of cracks or joints completed and accepted, determined by field measure, and shall be supported by the submittals. The amount of crack sealer shall be reported and invoiced for each road.

IX. Basis of Payment.

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack and Joint Sealing/Filling, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	**Pay Unit**
Bituminous Crack and Joint Sealing	per Gallon

All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

END OF SECTION PC-003

PC-004 CHIP SEAL

I. Description

The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

II. Materials:

A. Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

B. **Liquid bituminous material for surface treatment:** CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	**Minimum**	**Maximum**
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	150	400
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site,

prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

C. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

D. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

E. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Chip Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

C. Site and Surface Preparation:

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

E. Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

F. Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

G. Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

H. Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

I. Fog Seal:

Upon direction from the Engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County. If applied, Fog Seal shall be paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Chip Seal (Single application)	Square Yard
Chip Seal (Double application)	Square Yard

END OF SECTION PC-004

PC-005 MICROSURFACING

I. Description

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.

Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County. The end product should maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

II. Materials:

A. **Emulsified Asphalt:** Provide quick-traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H.

B.

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 ℉ (57 ℃) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 ˚F (25 ˚C)	40 – 90*
	2170	Kinematic Viscosity @ 275 ˚F (135˚C)	650 cSt/sec. Minimum ℉

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For

the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application, the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the owner may require the supplier to cease shipment of that pretested emulsified asphalt product. Further shipment of that pretested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency**.**

C. **Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T176	D2419	Sand Equivalent	65 Minimum
T104	C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
T96	C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
⅜ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still

remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

D. **Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

E. **Water:** Potable and free of harmful or deleterious materials.

F. **Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

III. Mix Design:

The Contractor shall submit to the County for approval a complete mix design with an aggregate source used on five (5) similar micro surfacing projects. The mix design shall be prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the County. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 Kg-cm Minimum 20 Kg-cm Minimum or Near Spin
TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft² Maximum (538 g/m² Maximum)
TB-114	Wet Stripping	Pass (90% Minimum)
TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum

The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesiometer Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)	5% Maximum 2.10% Maximum
TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.

COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

IV. Sampling and Testing:

The Engineer at their discretion shall obtain two samples of micro surfacing mixture for each day of production. The samples shall be obtained at different periods during the production day and the Engineer shall test each sample at the expense of the County in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of each sample. Evaporate all water from the sample prior to testing.

V. EXPERIENCE:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Micro Surfacing project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. EQUIPMENT:

A. **Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

   The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

   The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

B. **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

C. **Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

D. **Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

E. **Rut-Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1-½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

F. **Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the County requires) to perform the work.

G. **General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the **Contractor**.

VII. Construction:

A. **Test Strip:** A test strip 1000 feet long and the width of one lane shall be provided. The test must include all courses specified and must be constructed at the same time of day as the scheduled full scale production. The test strip will be evaluated for 24 hours after placement and will be subject to approval from the engineer before any further production. If unsatisfactory, the test strip shall be removed and another strip placed for evaluation at the contractor's expense.

B. **Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

C. Site and Surface Preparation: The first step of surface preparation is to restore the pavement's structural integrity and functional performance characteristics through

patching and crack sealing.

All pavement marking shall be removed, maintained, and compensated for in accordance to FDOT Standard Specification Section 102-5.8. Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. Utility inlets should be covered with heavy paper or roofing felt adhered to the surface of the inlet. The paper is removed once the micro-surfacing has sufficiently cured. In addition to covering the inlets, all starts, stops, and handwork on turnouts should be done on roofing felt to ensure sharp, uniform joints and edges. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

D. **Tack Coat:** Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.45 l/m²). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

E. **Application:** A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m²) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	20 - 24 lb/yd² (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	30 - 34 lb/yd² (+/- 2 lbs)
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	24 - 28 lb/yd² (+/- 2 lbs)
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	38 – 42 lb/ yd² (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd² (8.1 – 16.3 kg/m²).

F. **Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

G. **Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

H. **Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no

unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

I. **Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

J. **Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

K. **General Performance**:
Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

L. Traffic Control:
Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards and the current MUTCD. All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Warranty:

The Contractor shall provide the County upon final acceptance of the Microsurfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County.

X. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Microsurfacing (Single application)	Square Yard
Microsurfacing (Double application),	Square Yard
Microsurfacing (Rut filling)	Ton

END OF SECTION PC-005

PC-006 SCRUB SEAL

I. Description

Scrub Seal shall consist of the application of a slow setting, anionic or cationic asphalt emulsion or specialty emulsions developed specifically for scrub sealing, followed by a cover aggregate. The emulsion may be polymer modified.

II. Materials

A. Asphalt Emulsions

The asphalt emulsions employed for Scrub Seals shall be slow to medium setting anionic or cationic SS-1, SS-1H, CSS-1H; ASTM specifications for anionic (SS) emulsions are listed in D977 and for cationic (CSS) emulsion in D2397. Suppliers of other specialty emulsions for Scrub Sealing must supply specifications for these emulsions. Asphalt emulsions may be modified with a polymer additive.

B. Cover Aggregates

Mineral Aggregates for scrub seal shall conform to **Table 1**.

Table 1: Scrub Seal Aggregate Gradation Limits

Sieve Size	Percent Passing	Tolerance
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	96	+3
No. 10 (2.0mm)	60	±20
No. 50 (300µm)	18	±12
No. 100 (150µm)	5	±5
No. 200 (74µm)	5	±3

Where washed aggregates are used, they must be 'surface dry' at the time of application. Moisture content shall not exceed 1.5% by weight of aggregate. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

A. Emulsion Distributor

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Emulsion Scrub Broom

Furnish an emulsion scrub broom assembly of similar design to Figures 1 or 2, or as approved by the Engineer, and having the following characteristics:

- Rigid frame construction
- Attached to, and pulled by, the Emulsion Distributor
- Of such weight that it does not squeegee the emulsion off the road surface
- Leading and trailing broom heads angled at 10 to 15 degrees of the centerline of the supporting member
- Stiff bristles with a minimum height of five inches
- Hinged wing assemblies or other means of adjusting the total broom width.
- Be attached to and pulled by the distributor truck.
- Have means to mechanically lift the scrub broom off of the roadway surface at intermediate points of completion and remain elevated during transit.

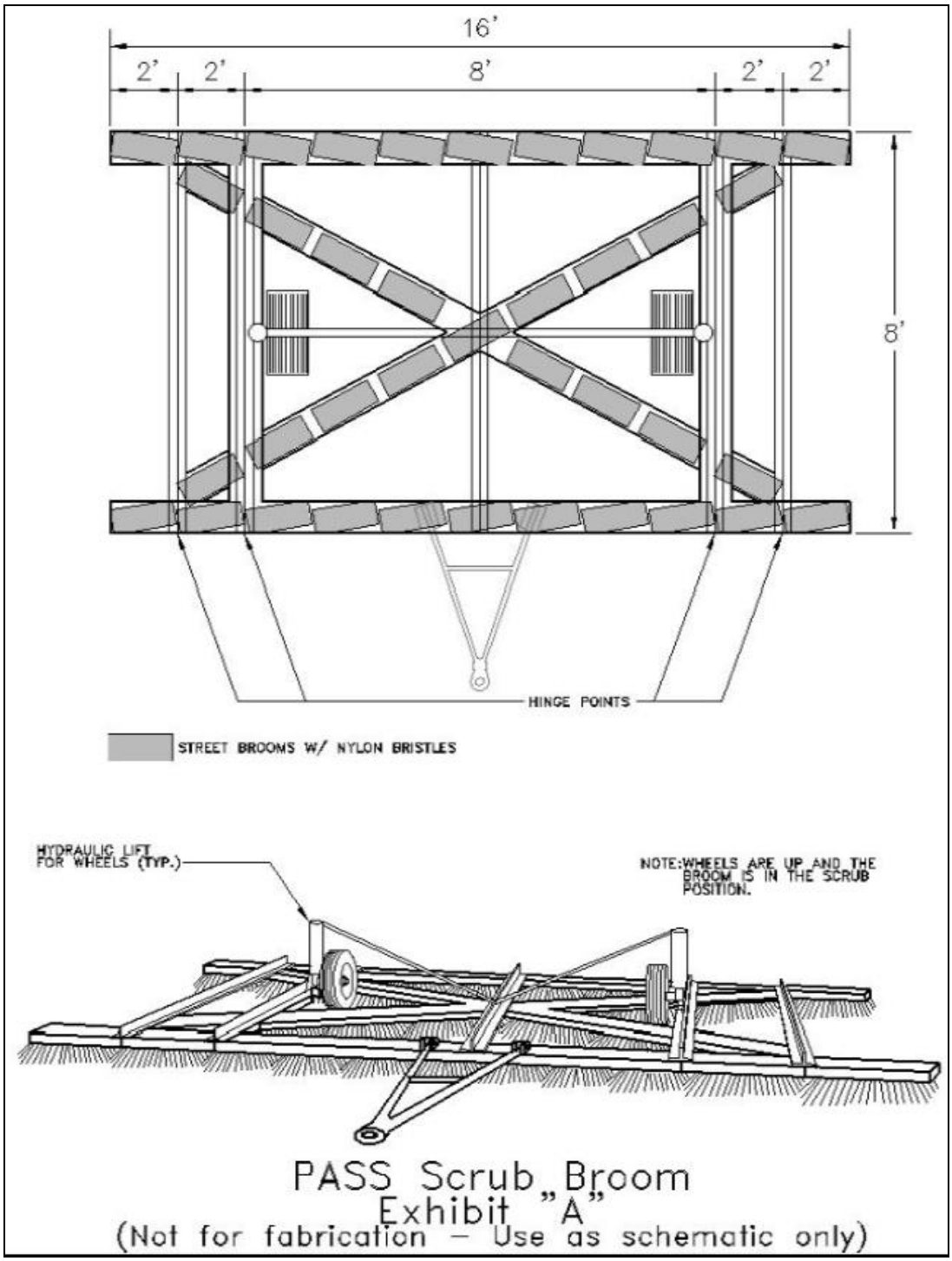


Figure 1: Typical Emulsion Scrub Broom Assembly

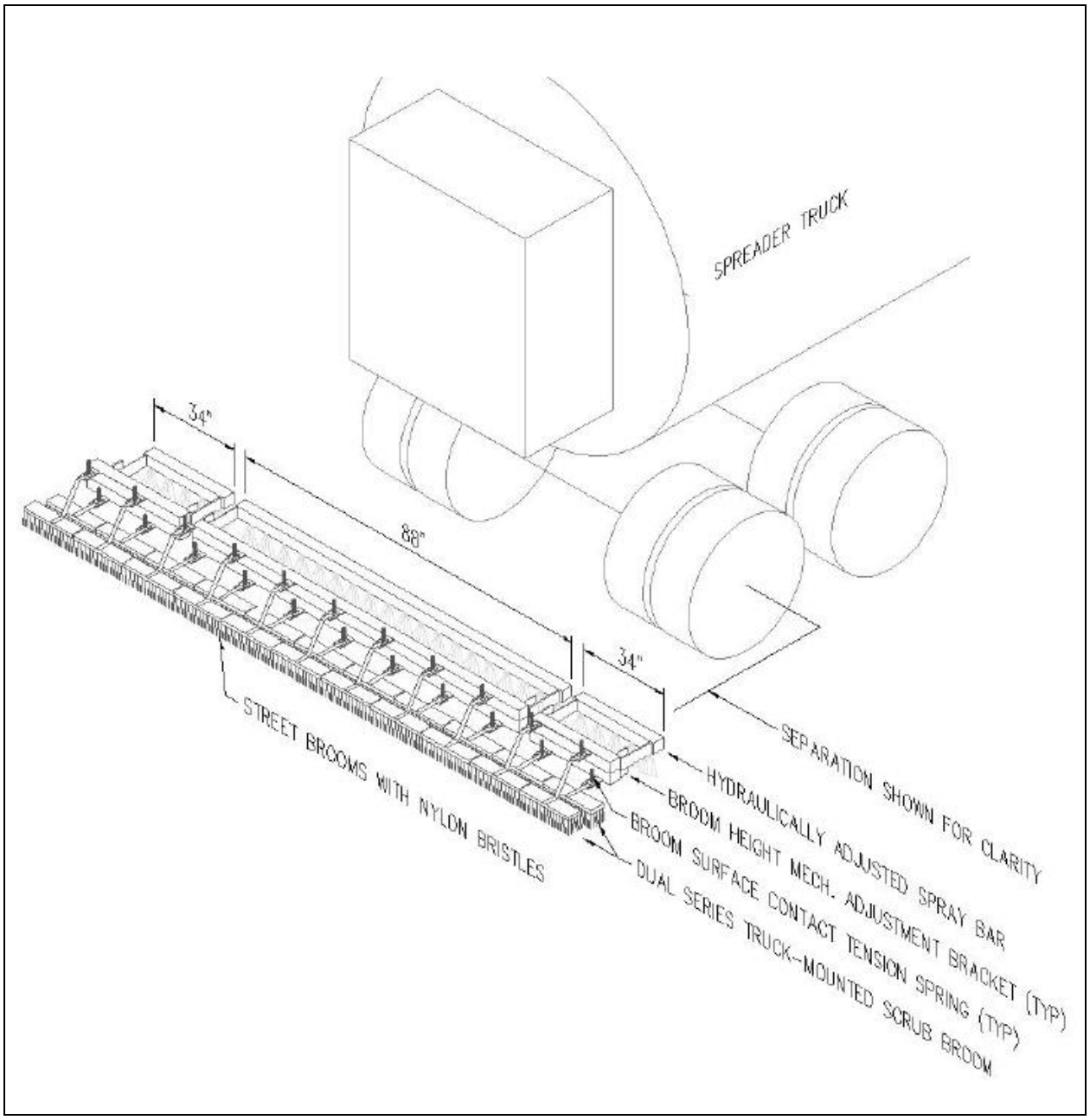


Figure 2: Truck Mounted Emulsion Scrub Broom Assembly

C. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

D. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires

such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

E. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

F. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor

IV. Experience

Bidders must submit a minimum of five Scrub Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction

A. Weather

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

B. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The

contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Traffic

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the aggregate cover for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

E. Application of Asphalt Emulsion:

Asphalt emulsion shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

F. Scrubbing

Immediately following application, the asphalt emulsion shall be scrubbed into the existing pavement surface with a scrub broom conforming to Section III-B. Scrubbing shall fill cracks and voids, force the emulsion into the existing pavement surface, and distribute the emulsion uniformly over the roadway cross section.

G. Termination

Application of the emulsion shall be terminated on building paper or other similar material approved by the Engineer, spread over the entire application width. Bu9lding paper shall also be placed over the treated surface for a sufficient length at the beginning of a spread to avoid spraying existing pavement or previously placed screenings, and so that the nozzles are spreading properly when the uncovered surface is reached. The building paper shall then be removed and disposed of in a manner satisfactory to the Engineer.

H. Application of cover Aggregate:

Screenings shall be uniformly spread by the aggregate spreader immediately following the scrubbing. The spreading rate shall e from 18 to 30 pounds per square yard. The initial rate of spreading shall be 24 pounds per square yard. The Contractor may propose a different initial rate. The Contractor shall spread screenings on a 100-foot test strip as requested by the Engineer to verify and determine the initial rate of spreading. The spreading rate shall be adjusted up or down so that no bleeding occurs during rolling. The initial rate of spreading, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

The joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Operating the chip spreader at speeds which causes the chips to roll after striking the emulsion covered surface will not be permitted.

The transverse termination of screenings shall be complete and any excess screenings shall be removed from the surface prior to resuming operations.

Stockpiling of screenings prior to placing will be permitted where space allows, however, any contamination resulting during storage or from reloading operations will be cause for rejection.

Screenings shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Screenings shall be re-dampened in the haul trucks prior to delivery to the chip spreader when so directed by the Engineer.

The scrubbed pavement surface shall be covered with screenings before setting or “breaking’ of the emulsion occurs.

After the screenings have been spread, piles, ridges, or uneven distribution shall be carefully removed to ensure against permanent ridges, bumps or depressions in the completed surface. Additional screenings shall be spread in whatever quantities may be required to prevent picking up by the rollers or traffic.

I. Rolling:

Initial rolling shall begin immediately behind the chip spreader and shall consist of one pass completely covering the screenings applied. Asphalt emulsion and screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be that necessary to seat the screenings and in no case shall be less than 2 passes.

J. Sweeping:

After rolling of the application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

VI. Finishing:

A. Flush Coat

Flush Coat shall consist of an application of a fog seal coat followed by a sand cover to the surface of the scrub seal coat.

Flush coat shall be applied at the discretion of the Engineer, immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

B. Fog Seal

Fog seal coat shall not be applied when the atmospheric temperature is below 40°F.

When surface treatment has set, a fog seal is to be applied at a rate of 0.03 to 0.06 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

C. Sand Cover

Sand cover shall be applied immediately following application of the fog seal coat. Sand shall be spread by a chip spreader at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. Spreading shall not vary more than 5 percent from the exact application rate.

D. Maintenance

Scrub seal coated surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of 4 consecutive calendar days, beginning on the day screenings are applied to the asphalt emulsion. Maintenance shall include sweeping and distribution of screenings over the surface to absorb any free emulsion, to cover any area deficient in cover material and to prevent formation of corrugations. Clean sand may be used in lieu of screenings to cover any excess emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted.

The surface shall be swept as often as necessary during the 4-day maintenance period to maintain the surface free of loose screenings. At the end of the fourth day, any excess screenings shall be removed from the paved area.

VII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Scrub Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to the Scrub Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Scrub Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Scrub Seal	Square Yard

END OF SECTION PC-006

PC-007 COLD-IN-PLACE RECYCLING (CIP)

I. Description

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

II. Materials:

A. *Asphalt Emulsion*

The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the *current FDOT Standard Specifications for Road and Bridge Construction, Section 916***.** At the request of the county, a representative from the asphalt emulsion supplier shall be available at the job site to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will monitor the project and make adjustments to the asphalt emulsion formulation as required.

B. *Cold Pulverized Material*

The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

STANDARD		***METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
2”	95	51 mm	95

C. *Portland Cement*

Portland Cement shall be type I or II and conform to the latest standard requirements f ASTM C150 and AASHTO M85, for the type specified.

III. Mixture Design:

A mix design(s) conducted by an independent, AASHTO Materials Reference Laboratory (AMRL) accredited laboratory using materials obtained directly from the project site, conforming to the requirements of this Technical Specification shall be submitted to the County at the Pre-Construction Conference. Based on RAP consistency throughout project limits, more than one mix design may be required. A traffic control plan may be required in accordance with TP-102 for collecting materials. Mix design formulations shall be conducted in accordance with the following guidelines:

A. *Mix Design Procedures*

1. **Sampling and Processing** - Prior to materials sampling in the roadway, obtain approval from the County. A traffic control plan may be required in accordance with TP-102 for collecting materials. Obtain 6" minimum inside diameter cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended that a minimum of one location be sampled for each 1000' in each lane. Additionally, samples should be taken where visual differences in the pavement are noticed. Immediately patch all core holes neatly with asphalt cold patch. Cores shall be cut in the laboratory to the depth specified for the CIR project. Cores shall be crushed in the laboratory.

The mix design shall be performed on this crushed sample. Gradation of the sample after crushing shall be determined by ASTM C117 and C136 (dried at no greater than 40°C). Samples shall be prepared with a sample splitter. An alternative method is to dry, screen and recombine the sample in the laboratory to target gradation.

2. **Mixing** - Calculate the amount of RAP required to produce a 61.0 mm to 66.0 mm (2.4 to 2.6 inch) tall specimen by determining the maximum specific gravity of the RAP in accordance with ASTM D2041.

Number of specimens: 4 per emulsion content for a total of 4 for long-term stability and 4 for moisture testing for the 3 emulsion contents. Two specimens are required for Rice specific gravity; test at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Recommended emulsion contents: 2.0%, 2.5%, 3.0%, 3.5%. Choose three emulsion contents that bracket the estimated recommended emulsion content.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR RAP millings thoroughly with water first, then mix with emulsion. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

3. **Compaction** - Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction. Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 100 mm mold at 1.25° angle, 600 kPa ram pressure, and 30 gyrations. The mold shall not be heated.

4. **Curing after compaction** - Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 60°C forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Care should be taken not to over-dry the specimens. Cure compacted specimens to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined here as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

5. **Measurements** - Determine bulk specific gravity (density) of each compacted (cured and cooled) specimen according to ASTM D2726.

Determine specimen heights according to ASTM D3549 or equivalent. Alternatively, the height can be obtained from the SGC readout.

Determine Rice (maximum theoretical) specific gravity, ASTM D2041, except as noted in Item 4 of this procedure, and do not break any agglomerates which will not easily reduce with a flexible spatula. Perform the supplemental dry-back procedure to adjust for uncoated particles.

Determine percent air voids in accordance with ASTM D3203 for each design emulsion content.

Determine corrected Marshall Stability by ASTM D1559 at 40°C after 2 hour temperature conditioning in a forced draft oven.

6. **Moisture Susceptibility** - Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent, soak in a 25°C water bath for 23 hours, followed by a one hour soak at 40°C. Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

7. **Emulsion Content Selection** - The properties of the specimens at design emulsion content shall meet the properties in Table 1.

8. **Report -** The report shall contain the following minimum information: Gradation of RAP; amount and gradation of virgin aggregate or additional RAP, if any; recommended water content range as a percentage of dry RAP; optimum emulsion content as a percentage of dry RAP and corresponding density; air void percentage; absorbed water percentage; Marshall Stability and Retained Stability at design moisture and emulsion contents; Raveling percentage; and Thermal Cracking initiation temperature. Include the mix design emulsion designation, supplier name, plant location, and emulsion testing results detailed in *Table 4*.

The mix design(s) shall meet the Mix Design Performance Criteria of ***Table 1*** and be approved by the County prior to construction.

9. **Other Additives:**

If necessary, additives may be used to meet the requirements in **Table 1.** In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

10. Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material:

If available, imported RAP material may be added at the discretion of the County Engineer if the RAP material meets the requirements in ***Table 2*****.** The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in this Technical Specification and when blended with the design millings, shall produce a product which meets the specifications given in ***Table 1***.

Table 1 – Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	Optimum Strength	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 -Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	5% retained on 2" seive

11. Additional Aggregate:

Based on the results of mix design testing or other requirements, the CIR contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in ***Table 1*****.** Any additional aggregate shall meet the criteria specified in ***Table 3*****,** and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in ***Table 1.***

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ max.imum

IV. Equipment:

Maintain all equipment in a satisfactory operating condition and in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100-2.* The Cold In-Place Recycling shall be conducted with the equipment specified herein.

A. *Milling Machine:*

A self-propelled, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

B. *Bituminous Paver:*

A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

C. *Rollers:*

All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg). Pneumatic rollers must have properly working scrapers and water spraying systems. At least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm). Double drum vibratory rollers must have properly working scrapers and water spraying systems.

V. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five CIR project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification

at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. Construction:

A. *Weather Limitations*

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 500 F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

B. *Removal of Vegetation:*

Grass, vegetation and other deleterious material shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

C. *Milling:*

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, radius returns, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities. The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

D. *Processing:*

When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more that 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material. The Contractor shall be required to waste material containing over-sized pieces of paving fabric as directed by the Engineer.

E. *Spreading:*

The material shall be spread using a self-propelled paver meeting the requirements under *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 320-5.* Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

F. *Compaction:*

Compaction of the recycled mix shall be completed using rollers meeting the requirements of the *2010 FDOT Standard Specifications for Road and Bridge Construction Section 330-10*. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

G. *Return of Traffic:*

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the contractor to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

H. *Protection and Damage:*

Protect the recycled pavement layer in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Prime and sand the recycled pavement layer prior to opening the roadway to traffic. Any damage to the completed Cold In Place Recycled bituminous material shall be repaired by the contractor prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the Engineer.

I. *Finished Recycled Pavement Layer Smoothness:*

The completed cold recycled pavement layer surface shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County.

Irregularities exceeding the specified limit shall be corrected at the expense of the contractor by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

VII. Quality Control

A. *Contractor Responsibility:*

The contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the contractor if similar laboratory samples tested by the contractor and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The contractor shall submit all documentation of field inspection and laboratory testing results required herein to the County Engineer prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

B. *Crushed RAP Material Sizing:*

A sample shall be obtained from the receiving hopper of the paver each ½ mile or as specified by engineer (0.8 km) and screened using a 2 in. (51mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

C. *Asphalt Emulsion:*

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in ***Table 4*****.** The County Engineer may require the contractor to obtain emulsion samples from each shipping trailer prior to unloading into the contractor's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		
**To be determined during CIR design phase prior to emulsion formulation and*		

manufacture for project. Penetration value range will be determined and submitted to the County Engineer for approval prior to project start

D. *Asphalt Emulsion Content and Yield:*

Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

E. *Water Content and Yield:*

Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

F. *Mixture Testing:*

At the discretion of the County Engineer and if the recycled pavement layer quality and workmanship seem suspect, the contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in ***Table 1*****.** If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in ***Table 1*****.** If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in ***Table 1***.

G. *Depth of Pulverization (Milling):*

The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

H. Compacted *Density*:

Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

I. *Cross-Slope and Smoothness:*

The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum 2 % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing **Depth of Milling Compacted Density Cross-Slope Smoothness	Table 1 Section 334-5.7 ASTM D2950 FM 5-509 FM 5-509	Table 1 Determined by Mix Design(s) 96 to 98% of target density Minimum 2% Maximum 0.5 in (12 mm) deviation from planeness
**Mixture Testing frequency shall be at the County Engineer's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

J. *Documentation*

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the project site to complete this item shall be given to the County upon delivery. Tickets shall be signed by an approved representative of the Contractor at the time of delivery.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cold-In-Place Recycled Bituminous Paving, and not specifically listed in another item in the Bid Form, shall be included in this item, including but not limited to Maintenance of Traffic as specified in TP-102.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. Prices shall be full compensation for the removal and processing of the existing pavement; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling and prime and sand for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cold-In-Place Recycled Bituminous Paving, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Cold-In-Place Recycled Bituminous Paving	Square Yard
Liquid Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
Added RAP or Aggregates for Mixing	Ton
Cement	Ton

END OF SECTION PC-007

PC-008-A FULL DEPTH RECLAMTION (FDR) WITH PORTLAND CEMENT

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, Portland cement and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, the introduction of cement additives, and other additives (if called for in the Mix Design). The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. RAP: Materials must meet all requirements specified in the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Portland Cement: Portland Cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85, for the type specified.

D. Water: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

E. Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of water and cement material into the mixture. The reclaiming machine shall mix the cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or

electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

E. Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (cement stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor’s equipment and if found deficient, it shall be the basis for rejection of Contractor’s bid.

V. Construction:

A. Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations: The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that

the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of cement needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer of record. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

D. Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

E. Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

F. Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The cement and water shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. Alternately, the cement may be introduced by means of a spreader bar with curtain on the cement distributor. Cement shall not be introduced by means of a spreader bar or hose from the cement delivery tanker. The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

G. Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

H. Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

I. Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

   At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material.

   The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

   When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

J. Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of cement into the mixture shall be included in the per TN cost for Cement. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the CY Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Cement, including all items of work described herein. No additional payment will be

provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Cement	Ton
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard

END OF SECTION PC-008-3

PC-008-B FULL DEPTH RECLAMATION WITH ASHPALT EMULSION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. **RAP:** Materials must meet all requirements specified in the 2015 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. **Additional Base Materials:** Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. **Asphalt Emulsion:** When asphalt emulsion treatment is specified, asphalt emulsion, type CSS-1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

D. **Portland Cement:** When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

E. **Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

F. **Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. **Road Reclaimer:** Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including

horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. **Motor Grader:** Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. **Rollers:** Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. **Additional equipment:** Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

E. **Cement Delivery Equipment:** A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final

surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the Engineer.

B. **Weather and Seasonal limitations:** The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen. A high ambient temperature (> 32ºC, 90ºF) increases the chance of breaking off large chunks ("slabbing") in front of the cutting machine.

A. **Mix Design:** Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

B. **Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

C. **Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

D. **Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

E. **Compaction:** Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

F. **Finishing:** Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

G. **Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

H. **Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard
Cement	Ton

END OF SECTION PC-008-4

PC-009 BITUMINOUS FOG SEAL

I. Description

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

II. Materials:

A. **Bituminous Material:** Provide a CSS-1 or CSS-1h, bituminous material for fog seal, as specified in Fl/DOT 916-3.1. The temperature of the bituminous material at the time of application shall be above the minimum temperature of 120°F.

B. **Material Samples:**
The County will require the Contractor to sample and test the first load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion for every 10,000 gallons, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. **Distributer Tank:**
The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the bituminous fog seal uniformly on variable widths of surface at readily determined and controlled rates from 0.07 to 0.12 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

B. **Sand Truck:**
Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. **Self-Propelled Rotary Power Broom:**
The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

D. **Additional equipment:**
Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references in the State of Florida that have been completed within the past three years. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:**
The Contractor will be responsible for the string lining and lay out of the roadway prior to sealing.

B. **Weather and Seasonal limitations:**
The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 60 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 60°F. No construction is allowed in foggy weather.

C. **Resident Notification**
The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract

D. **Site and Surface Preparation:**
The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious

material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

The fog seal material shall not be applied until an inspection of the street surface has been done by the Engineer and determined to be suitable.

E. **Application of bituminous material:**
Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The Contractor shall do a 100' test strip, applied between 0.07 to 0.12 gallons per square yard, diluted with potable water. A dilution rate of 50% (1:1 water to emulsion) is recommended. An application rate between 0.09 to 0.23 gallons per square yard may be used for open surfaces. The Engineer shall review the test strip and recommend application rate adjustments as needed.

F. **Progress of Work:**
All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Interim pavement markings can be placed after the fog seal has cured. Permanent pavement markings shall not be placed for three days after placing the fog seal.

When applying to a new chip seal surface, the bituminous chip seal shall be allowed to cure a minimum of 24 hours under dry conditions and temperatures above 60 degrees Fahrenheit.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Traffic Control:

The **Contractor** shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on

fresh seal until it has cured. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards' most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the fog seal for a minimum of two hours, or until the Engineer has determined it has cured.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Material for Fog Seal	Square Yard

END OF SECTION PC-009

Date: August 21, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
Bid No. 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the solicitation document(s) for this work. This Addendum is a part of the solicitation document(s) and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The Procurement and Transportation Division will conduct **a pre-bid conference to be held Thursday, August 27, 2015, 12:30 p.m.** in the Procurement Division conference room, located at 330 W. Church St, Room 150, Bartow, FL 3830.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: September 1, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
Bid No. 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the solicitation document(s) for this work. This Addendum is a part of the solicitation document(s) and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The question deadline has been extended one (1) week. The **revised** Question deadline is Tuesday, September 8, 2015 by 4:00 p.m.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 16, 2015, prior to 2:00 p.m.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: September 3, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The bid document and bid submittal sheets has been modified significantly and included in this addendum; responses to questions received are included also.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ATTACHMENTS:

1. ADDENDUM ATTACHMENT NO. 1 – Redlined document
2. ADDENDUM ATTACHMENT NO. 2 – Document with all modification included.
3. BID SUBMITTAL SHEETS. (Bid Sheets are to be submitted on a cd as the Excel document, do not PDF the file)

REVISIONS:

There are substantial changes to the Special Conditions and the Technical Specifications of the bid document. Additionally, there are new bid documents for your cost submittal to accommodate the change in the bid requirements.

Attached you will find two documents for your review. **Addendum Attachment No. 1** is a redline document that shows additions and deletions in red; the deletions will be strike through with a read line. **Addendum Attachment No. 2** is a clear version that incorporates all additions and deletions.

Note that each Bid Sheet for each method has been modified to identify what items are to be included in the Basis of Award and the items that are necessary to be responsive but will not be included in the Basis of Award. All bid items on the bid sheet you are responding with must be completed for your bid to be responsive. Remember **Bid Sheets are to be submitted on a cd as the Excel document (do not PDF the file)** with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number. Deviation from the Bid Sheets is strictly prohibited and will not be accepted.

QUESTIONS:

Question 1. General Information Item 19 – Price Adjustment: Will asphalt based material products pricing be adjusted per the FDOT index? If so only after the first year or will it be determined at each call out/PO?

Answer: As stated in the bid: The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the *appropriate price index*.

Question 2. Special Conditions Item 15 – Survey: States County will do all stake out. Under the FDR and CIR specifications it says contractor is responsible for stake out before overlay. Will County do initial stake out and contractor is required to confirm grades before final paving?

Answer: The Special Conditions have been amended to eliminate section 15. The Contractor shall be responsible for the necessary survey work.

Question 3. PC-004 Chip Seal price sheet doesn't have a double application item but one is mentioned in the specifications. Will the County add a price line for double?

Answer: The Double application item has been added to the bid sheet.

Question 4. PC-006 Scrub Seal specifications mention using a Flush Coat (Fog & Sand) at the engineer's request. Since it may or may not be used will the County considers adding a pay item to cover it on the Scrub Seal price sheet?

Answer: A pay item for Sand has been added to the Rejuvenator, Fog, Scrub and Chip seal applications.

Question 5. For items PC-007 and PC-008 (Recycle and Full Depth) if the roads need to be lowered to increase curb reveal or correct cross slopes is it considered incidental to the Recycle or Full Depth unit price? Would it be paid for under the items for excavation or milling? The concern being if it is incidental the County will be paying for the removal even on "country" roads where none is required.

Answer: This cost is not incidental to FDR or CIP unit prices, and will be covered under Milling.

Question 6. Would the County consider having a mandatory pre-bid to go over some of these items?

Answer: Yes, a pre-bid meeting has been scheduled for Thursday August 27, 2015 at 12:30pm.

Question 7. Will the County provide a list of roads or projects as part of the Bid?

Answer: The County will not provide a list of projects as part of the bid. The roads may be anywhere within the County limits. Upon award, the County PM will meet with the Contractor to review candidate projects previously identified

by the County for each treatment. The projects will then be done on a work order basis.

Question 8. Must the bidders bid on all treatment or can they bid on specific treatments?

Answer: Each alternative treatment will have a separate bid sheet. The bidders may bid on any one of the alternative treatments, but must bid on every line item on that treatment's bid sheet.

Question 9. There are tasks included on the bid sheets for some treatments that are not commonly needed for those treatments. Must the bidder provide pricing for those as well?

Answer: For those treatments that are confined to the paved roadway, the tasks associated to the shoulders and roadside have been eliminated. However, notes have been added to the respective specifications whereby should any damages be caused beyond the edge of pavement, the contractor shall be responsible for restoring said areas at their expense.

Question 10. Regarding the Asphalt Rejuvenator Treatment, the pavement painting and markings line items are not required for the product standard; must the bidder still provide pricing for those line items?

Answer: The line items for pavement markings and striping will remain as part of the bid sheet for the County's information, but will be excluded from the bid total. They will be shown separately below the bid total. Because bidders may submit an alternate product that impacts pavement markings, a separate bid sheet will be added for the alternate asphalt rejuvenator (PC-002-2). This bid sheet will include pavement markings and striping as part of the bid total. Similarly, line items that have been included on other treatment bid sheets as a precaution, will be excluded from the bid totals.

The terms of award have been modified in the Special Conditions to reflect these changes.

Question 11. What is PC-001?

Answer: PC-001 refers to milling of existing asphalt pavement, and shall be done in accordance with FDOT Standard Specification Section 327.

Question 12. Does the County have any history or records of documented performance for any of these treatments?

Answer: The County has had limited experience in the past with alternate pavement preservation treatments, mostly Hot-in-Place. The County can provide some information on those, if necessary. However, in essence this will be the first formal incursion into this area of pavement preservation, and considered a pilot program for this first year.

Question 13. In regards to line item 337-1 for the Full Depth Reclamation and Cold-in-Place, is the indication of a PG for the ARB referring to an older FDOT specification?

Answer: This line item has been revised to reflect the current FDOT standard.

Question 14. Will the County provide any cores (boring) information for the Full Depth Reclamation?

Answer: The contractor will do cores before as per the specification in order to finalize the design. If there are any historical boring logs for the particular road available, the County will provide the contractor with those as a reference.

Question 15. Can line items PC-007-2 and PC-008-2 for Added RAP be used for shoulder widening to achieve final grades?

Answer: RAP may be added as part of the homogeneous mixed material that will form the widened area.

Question 16. Will the work orders be independent streets or groups of streets?

Answer: With the exception of the asphalt recycling treatments, which are more appropriate for single long road stretches, the roads will be grouped by proximity when possible, such as in the case of subdivisions.

Question 17. Will the funding for these projects be from carried over funds or the next fiscal year?

Answer: These projects will be funded from the FY15-16 budget which starts on October 1st.

Question 18. In the Special Conditions, Bidder Qualifications, it states "bidders should submit 3 maintenance projects for each alternative method bid upon, successfully completed within the last 5 years in which the contractor's portion of the work exceeded $50,000.00. The projects must be for FDOT or for local government agencies." This prequalification condition will limit the number of qualified bidders due to the fact that the FDOT does not contract this type of work. Very few government agencies contract this type of work as well. Since so little of this type of work is contracted by these agencies Polk County will have a very limited number of bidders. Pleas review this prequalification condition.

Answer: The condition has been revised to indicate experience in projects exceeding $30K and they may be for any government agency, local or out of state.

Question 19. In Category PC-005 Micro-surfacing, Item IX. Warranty, calls for a 3 year warranty, is a maintenance bond required with this?

Answer: No maintenance bond will be required.

Question 20. Can a list of streets be given to us for each method? If we do not have a list of streets then the pricing for Maintenance of Traffic, Testing and Daily Production will be a guess and the pricing will reflect this.

Answer: A list will not be provided at this time. Refer to the answer for Question 7.

ADDENDUM ATTACHMENT NO. 1
September 3, 2015

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number:	15-601, Pavement Management Alternative Methods
Description:	Provide the necessary labor, material, equipment and supervision for pavement management alternative methods.
Receiving Period:	Wednesday, September 16, 2015, prior to 2:00 p.m.
Bid Opening:	Wednesday, September 16, 2015, 2:00 p.m.

NOTE: This is an annual bid therefore, there is no established budget. The services contained within this bid are utilized on an as-needed basis. This is a new annual bid; there is no prior bid information available.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____Fax:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

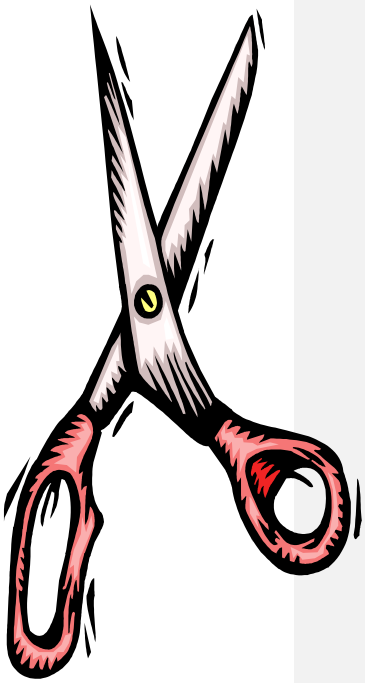
SEALED BID NO.: 15-601

BID TITLE: Pavement Management Alternative Methods

DUE DATE/TIME: Wednesday, September 16, 2015 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY

Procurement Division
Fran McAskill
Procurement Director

Bid #15-601
PAVEMENT MANAGEMENT ALTERNATIVE METHODS

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing pavement management alternative methods as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00p.m, Wednesday, September 9, 2015.** Bids will be opened at 2:00p.m., September 9, 2015.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Tammy G. Spearman, CPPO, CPPB Procurement Specialist,** via email at tammywinton-spearman@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Tuesday, September 8, 2015.

Bids may be mailed, express mailed or hand delivered to:

Procurement Division
330 W Church St, Rm 150
Bartow, Florida 33830
(863) 534-6757

STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

( ) Insufficient time to respond
( ) Do not offer this product
( ) Specifications unclear
( ) Specifications too restrictive
( ) Unable to meet specifications
( ) Unable to meet bond/insurance requirements
( ) Schedule would not permit us to perform
( ) Other (please specify below)

Company Name:_____ Date:_____

Telephone Number:_____ Signature:_____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

<u>BIDDER INSTRUCTIONS</u>: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

2. **NO BID:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.

3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

   NOTE: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/ . The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.

6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.

12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/.

    FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

16. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

17. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to

receive preference, a signed certification of compliance must be submitted with the bid response.

18. **CODE OF ETHICS**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

19. **SEALED BIDS**: All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **AWARD(S):** The award of this bid shall be based on low bid per each alternative method. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

- Vendor's evaluation – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the bidder to fulfill the contract.
- Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

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When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned businesses in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached,

the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.
When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.

7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.

9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.

10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:

    - Immediately discontinue all work unless the County's notice directs otherwise, and

    - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

    If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

    If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the

County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

15. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.

16. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and 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 Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

17. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

    If your company wishes to avail themselves of this program, you can register online for E-Verify at **http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.

20. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

    Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

    The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

21. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

GENERAL CONDITIONS

1. Award will be made based on the lowest responsive bid per alternative method meeting specifications. Bidders are not required to bid on all alternative methods, but must bid on all items contained within each alternative method bid in order for their bid to be considered responsive. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. **PERFORMANCE OF WORK:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

3. The period of performance for this bid begins on the date of award through September 30, 2016. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #12 and #13.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Upon execution of the bid, the County reserves the right to conduct an audit of the contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter. The County may also require submittal of the records from the contractor, the subcontractor, or both as the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.

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8. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

9. **Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:**

    - Return only the required bid submittal pages
    - Avoid comb, velo binding, and plastic binders
    - Avoid plastic dividers and/or plastic tabs
    - Print and/or copy double-sided to the extent feasible
    - Use at least 30% post-consumer recycled content paper to the extent practicable

SPECIAL CONDITIONS

1. **BIDDER QUALIFICATIONS:** Bidders should submit a list of three (3) asphalt maintenance projects for each alternative method bid upon, successfully completed within the last five (5) years in which the Contractor's portion of the work exceeded $~~50~~30,000.00~~. The projects must be for FDOT or for local~~ for any government ~~agencies~~agency, local or out of state. The list shall include the names of the projects, names of the governmental agencies, names of the Project Managers for the governmental agencies, phone numbers for the Project Managers, and the dollar amounts of the contracts.

2. The contractor(s) shall provide all services to properly complete the work described in the Bid document, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County determines that a job site is not being adequately supervised, a deficiency letter will be issued to the contractor(s).

3. Except as amended in the Bid document or otherwise directed by the Director User Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, all current editions.

4. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

5. **DEFINITIONS:** The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

   a. The Department or FDOT: Reference is to the County as the owner of the project.
   b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.
   c. The Engineer: This term has the same meaning as "Polk County Project Manager" as defined in the bid document.
   d. State Road: Any public roadway.
   e. The Department's Acceptance Tests: Tests adopted by the County.
   f. The District and/or Central Labs: The contractor's testing subcontractor, as authorized by the County.

6. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

   a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions

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current at the time of the bid, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to Bid document.

~~a.~~i. For Shoulder Rework, refer to Section 577-70 of the 2000 Edition of FDOT Standard Specifications for Road and Bridge Construction.

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b. If any conflicts exist between the specifications prescribed in the Bid document, the more stringent requirement shall apply.

7. **PROJECT QUOTES AND WORK ORDERS**

a. This annual bid includes asphalt roadway treatments and/or recycling for multiple project work orders at various locations throughout Polk County, according to the requirements of the Bid document. The project work order locations may be anywhere within Polk County.

b. The County will perform a preliminary estimate for each project using the unit prices from the awarded vendors bid submittal for the alternative method to be used. The preliminary estimates may also include out of scope work items determined by the Project Manager. The contractor's final estimates will be returned the County Project Manager, including those out of scope cost previously identified by the Project Manager, prior to the deadline stated in the request for final estimate. When the ~~low~~ final estimate is approved, a purchase order will be issued and notice to proceed given to the contractor. A work order with the approved ~~low~~ final estimate must be attached to the purchase order. The contractor will then commence work and proceed in accordance with the approved schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The approved quote amount on any individual work order shall be the maximum compensation payable to the contractor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

8. **PROJECT SCHEDULES:** The County will require that the contractor submit time estimates for specific projects, at the County's request.

9. **Working Hours:** The regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 5 working days in advance from the County Project Management Section. Permission to work on County holidays must be requested a minimum of 5 working days in advance from the County Project Management Section.

10. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Contractor for the "out of scope" work. ~~.~~ The "out of scope" proposal shall contain all necessary costs, expenses and time; the County shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of

the "in-scope" services. Contractor shall not commence work on any "out of scope" services until approval is received from the County Project Manager.

11. **TESTING AND INSPECTIONS**

a. The contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the contractor. For these inspections and testing, the contractor shall give the County Project Management Section a minimum of 48 hours' notice to prepare for the required inspections or testing.

b. For all required inspections, tests and approvals on any work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Management Section with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

c. Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the contractor's expense.

d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

12. **EMERGENCIES:** In the event of an emergency, the contractor shall immediately notify the County Project Management Section.

13. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The contractor shall not stop work on any project work order without the consent of the County Project Manager.

14. **MAINTENANCE OF TRAFFIC**

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

b. The contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.

~~c. Price for MOT shall be based on individual projects and will be estimated and inserted into the final estimate by the contractor(s).~~

~~15. **SURVEY**~~

~~a. The County Survey Section will provide any construction layout services necessary to construct a project under this contract.~~

~~b. The County Survey Section will provide any "as-built" surveys necessary after construction is completed.~~

~~16.~~15. **UTILITY COORDINATION:** The contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

~~17.~~16. **MATERIALS**

a. The contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County Project Management Section immediately upon delivery or as soon thereafter as is practical.

b. Arrangements for storage areas for materials and equipment shall be the responsibility of the contractor. Before mobilizing or storing any materials or equipment, the contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The contractor shall be responsible for restoring any and all damages to storage areas. Restoration of damage to public right-of-ways, easements, or private properties outside of the work zone area shall be the contractor's responsibility. Reimbursement for restoration of storage areas outside of the work zones shall be included in the contractor's ~~site specific~~ Mobilization bid price.

~~18.~~17. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

~~19.~~18. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty. If the contractor desires to make a delay claim, any such claim shall be submitted to the County Project Manager in writing within three working days of the occurrence of the event giving rise to the claim.

~~20.~~19. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the contractor to stop the leak. The contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

~~21.~~20. **SAFETY**

a. The contractor is responsible for providing for the safety of all contractor's or subcontractor's personnel working in the Project Area.

b. The contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The contractor is

responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the contractor provide notification according to the procedures of the F.S. Chapter 556.

~~22.~~21. **WORK AREA CLEAN-UP REQUIREMENTS**

a. During the progress of the Work, the contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

b. Following completion of the Work, contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public right-of-ways, easements, and private properties. The contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

~~23.~~22. **WORK STOPPAGE:** From time to time, it may be necessary for the contractor to stop a portion of the work or all work to accommodate a civic function. If the contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

~~24.~~23. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the material's specification.

TECHNICAL SPECIFICATIONS

1) Bid Item No. PC-002 - Asphalt Rejuvenator

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of an asphalt rejuvenating agent to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Asphalt Rejuvenator will be measured by the square yard as provided for in the Bid Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

2) Bid Item No. PC-003 – Crack Sealing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the preparation and sealing of all surface cracks ¼" inch wide or greater.

b. Method of Measurement: Crack Sealing shall be measured in gallons of crack seal applied to the road, as provided in the Contract Documents.

c. Basis of Payment: The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to complete the work as specified.

3) Bid Item No. PC-004 – Chip Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for single or double application of combined layers of polymer modified liquid asphalt emulsion and spread aggregate.

b. Method of Measurement: Chip seal, single or double application, will be measured by the square yard as provided for in the Contract Documents.

d. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

4) Bid Item No. PC-005 – Micro-Surfacing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the placement of a polymer modified microsurface on a prepared existing paved road to the thickness specified by the County.

b. Method of Measurement: Microsurfacing will be measured by the square yard, with the exception of that used for rut filling. The later will be measured per ton, as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

5) Bid Item No. PC-006 - Scrub Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a Scrub seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Scrub Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

6) Bid Item No. PC-007 – Cold-In-Place Recycling (CIP)

a. Description: Furnish all labor, materials and equipment necessary to perform all operations for the in-place construction of Cold Recycled Bituminous Base Course or CIR, as set forth in the Contract Documents.

b. Method of Measurement: CIR will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to CIR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

7) Bid Item No. PC-008-3 and PC-008-4 – Full Depth Reclamation (FDR)

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

8) Bid Item No. PC-009- Bituminous Fog Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a bituminous fog seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Fog Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

PC-002 – ASPHALT REJUVENATOR

I. Description

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material

A. Rejuvenator Agent:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	TEST METHOD		REQUIREMENTS	
TESTS	**ASTM**	**AASHTO**	**MIN.**	**MAX.**
Tests on Emulsion:				
Viscosity # 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (mod)	T-59 (mod)	--	0.1
Particle Charge Test	D-244	T-59	Positive	
Percentage Light Transmittance[4]	GB	GB	--	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	--
Viscosity @ 60°C, cst	D-445	--	100	200
Asphaltenes, %w	D-2006-70	--	--	1.00
Maltene Dist. Ratio $\frac{PC + A_1}{S + A_2}$[5]	D-2006-70	--	0.3	0.60
PC/S Ratio[5]	D-2006-70	--	0.5	--
Saturated Hydrocarbons, S[5]	D-2006-70	--	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidaffins S= Saturated Hydrocarbons

B. Material Performance

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt

binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities, counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy.

C. Product Standards and Alternates

The product "Reclamite" is the standard for this specification. Bidders may offer an ALTERNATE for the Standard specified, provided the bidder adheres to the following and submits the same with their bid.

1. List the proposed alternate on the Alternate Bid Sheet form giving the product name and price.
2. Furnish complete specifications and descriptive literature for the alternate, as well as a one-gallon sample of the material proposed for use. Such description and detailed information shall be complete and at least equal in detail to the County's requirements for the standard item for which the alternate is offered.
3. Submit a current Material Safety Data Sheet (MSDS) for the alternate materials.
4. Submit a list of all projects on which the Alternate has been used by the bidder within the state of Florida during the past five (5) eyars with said list containing location, dates of the project, contact name, address and phone number.

The alternate will be given consideration by the County. The Contractor may furnish only those alternate items included in their bid proposal and approved by the County prior to award of the contract. If no Alternate is indicated in the bid proposal, the Contractor shall furnish the Standard (brand) specified.

Should the Alternate be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the Bid Sheet for the Standard, then said bid will be considered non-responsive.

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III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. Distributer Tank:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

B. Sand Truck:

Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. They must submit with their bid a list of five projects on which they applied said rejuvenator. They shall indicate the project dates, number of square yards treated in each, and the name and phone number of the representative in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience

outline of the project superintendent.

V. Construction

A. Storm Water Pollution Prevention Plan

The contractor responsible for applying the asphalt rejuvenating agent shall maintain a current, written Storm Water Pollution Prevention Plan (SWPPP) that complies with all relevant Environmental Protection Agency (EPA) regulatory requirements. Prior to the commencement of application operations, the contractor shall conduct SWPPP training of all personnel actually applying the asphalt rejuvenating agent. At all times, the contractor shall ensure that a current copy of their SWPPP is present on-site, wherever the asphalt rejuvenating agent is being applied.

B. Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

C. Weather and Seasonal Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent. The contractor shall perform follow-up inspections of stormwater inlets, culverts, and drainage ditches (in accordance with the contractor's SWPPP) in the vicinity of the asphalt rejuvenating agent application operations, whenever a precipitation event, in excess of 0.10 inches of rain, occurs during a two day period following application of the asphalt rejuvenating agent. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

D. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

~~E.~~F. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

~~F.~~G. Application of Rejuvenating Agent

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer.

Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is

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granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable by the Engineer.

After the rejuvenating agent has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

H. Pavement Marking Restoration

If the Contractor is using an approved Alternate to the Product Standard specified, the Contractor shall include as part of the project tasks, the restoration of all pavement markings and striping after the product has been satisfactorily applied. These tasks will be paid under the FDOT series 710 and 711 pay items indicated on the Alternate Bid Sheet.

~~G.~~I. Quality Assurance and Testing

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

The County, at their option, may require testing to be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). The testing protocol shall be extraction and recovery of the top 3/8" layer from a 4-inch or 6-inch core by ASTM D2172 and ASTM D1856. The recovered binder can be tested for complex viscosity @ 60ºC, Pas, using the Dynamic Shear Rheometer (DSR) by AASHTO T315, or viscosity @ 60ºC, Poises, using the Absolute viscosity @ 60ºC, Poises, by ASTM D2171.

Test sections shall be at least one squared yard in area. The test sections shall have various application rates for each pavement type that exists on the project and shall be conducted prior to the application of product to define application rates which meet and/or exceed the above targets.

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Costs associated with testing shall be included in bid price.

VI. Traffic Control

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.

The contractor shall be responsible for all traffic control and signing required to ensure safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

VII. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Asphalt Rejuvenating Agent, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rejuvenating Agent	Square Yard
Silica Sand	Square Yard

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END OF SECTION PC-002

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE

I. Scope

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

II. Equipment

A. Container may be either glass, plastic or metal having a capacity of 6,000 ml.
B. Graduated cylinder, 1,000 ml, or greater.
C. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumertron spectrophotometer.
D. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.
E. Suction bulb for use with the pipette.
F. Test tubes compatible with spectrophotometer, ¾" x 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L).

III. Spectrophotometer Calibration

A. Calibrate spectrophotometer as follows:
   1. Set wavelength at 580 mμ
   2. Allow spectrophotometer to warm up for thirty minutes.
   3. Zero percent light transmittance (%LT) scale.
   4. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube, or approximately 2/3 full.
   5. Place tube in spectrophotometer and set %LT scale at 100
   6. Repeat steps 3 and 5 two times or until no further adjustments are necessary.

IV. Procedure

A. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
B. Place 2.000 ml tap water in container.
C. Such 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
D. Using suction bulb, blow emulsion into container.
E. Rinse pipette by sucking in diluted emulsion solution and blowing out.
F. Clean pipette with soap or solvent and water. Rinse with acetone.
G. Stir diluted emulsion thoroughly.
H. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
I. Calibrate spectrophotometer.
J. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
K. Repeat steps I and J until three identical consecutive readings are achieved.
L. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

PC-003 CRACK SEALING

I. Description

The work consists of applying a hot-applied, single component polymer/rubber modified asphalt material supplied in solid form, to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. Cracks or joints that will be sealed shall be a minimum of one quarter (1/4) inch, and have a maximum width of one (1) inch.

II. Materials

A. Polymer/rubber Modified Asphalt Material: Materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulized rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance to ASTM D5078 to the manufacturer's maximum safe heating temperatures.

Property	Specification
Cone Penetration, 77.0°F (ASTM D5329)	30 – 60 dmm
Resilience, 77.0°F (ASTM D5329)	30 % minimum
Softening Point (ASTM D113)	200°F minimum
Ductility, 77.0°F (ASTM D113)	300 mm minimum
Flow 140°F (60°C) (ASTM D5329)	3mm maximum
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% minimum
Tension Adhesion (ASTM D5329)	400% minimum
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)

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B. Blotting Material: If required, the blotting material shall be an aggregate such as cement dust, Crafco Detack or equivalent, or other cover aggregate approved by the Project Manager.

III. Equipment

A. Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter with transmittal of heat through heat transfer oil. It shall be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have an agitation system to meet the requirements of Appendix X1.1. of ASTM 6690. The sealant shall be applied to the pavement under pressure supplied by a gear pump with hose and wand and direct connecting applicator tip. The pump shall have sufficient pressure to apply designated sealant at a rate of at least three (3) gallons (11.4L) per minute. Melter applicators shall be approved for use by the sealant

manufacturer. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

B. Hot Compressed Air (HCA) Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

C. Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

D. Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

IV. Submittals

The Contractor shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.

A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:

- Road name, date, time application process starts, amount installed, time application process ends.
- Date, time and amount added to the melter.
- The lot number from each box added shall be also recorded.
- Weather conditions

The Contractor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

V. Preparations

A. Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

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B. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

~~A.~~

~~B.~~C. Surface Preparation: No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material, and are sufficiently dry. Following the initial routing and cleaning operation, all cracks and joints shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

~~C.~~D. Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept. Submittals and a copy shall be supplied to the Project Manager.

All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

VI. Construction Methods

~~A.~~C. Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

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~~B.~~D. General Sealant Application: All single transverse cracks in the travel lanes shall be sealed by the Cut and seal method. All other cracks in the travel lanes, shoulders, and auxiliary areas may be filled by either the Cut and Seal method or the Crack Fill method. If a surface treatment, such as resurfacing or surface sealing shall follow, the Crack filling material must cure for a minimum of 30 days prior to application of the final surface treatment.

~~C.~~E. Cut and Seal Method: Cut, clean and seal cracks and joints that are 1/16 inch or greater in width. Cut along the crack or joint to construct a uniform rectangular reservoir in which the sealant is to be placed. The reservoir shall be between ½ inch and ¾ inch in width. The depth of the reservoir shall be between ½ inch and 1 inch. The cut reservoir shall have vertical, intact sides with no loosely bonded aggregate. Following cutting, the reservoir shall be cleaned using the air blast method or other acceptable method. The reservoir shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. If the reservoirs are not clean and dry, they shall be re-cleaned to achieve the required condition. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

~~D.~~F. Crack Fill Method: Clean and seal joints and cracks that are 1/16 inch or greater in width. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of at least twice the joint or crack width. Joints and cracks shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Sealant shall be applied to slightly overfill the crack or joint and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

~~E.~~G. Pavement Cleaning and Protection: The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall not be permitted on the pavement in treated areas during the initial curing period recommended by the manufacturer. The Contractor shall provide all temporary traffic control devices to protect the treated areas, as required by the Engineer.

Prevent tracking with an application of fine sand, unless it can be demonstrated that the crack and joint sealer will not track without its application. Other methods may be used if approved by the Engineer. Repair any pavement striping or markings affected by the application of the sealant. Any excessive or spilled sealant shall be removed by the Contractor using approved methods. Any damage to uncured sealant shall be repaired at the contractor's expense.

VII. Liability and Deficiencies

~~A.~~C. During the period of construction and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury

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caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The Contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.

The Contractor shall be responsible for any claims of tracking as part of this specification. If there is a claim the Contractor shall be responsible for:

1. Applying more blotting material as necessary.
2. Address the tracked material by either removing or repairing the object that was affected.

~~B.~~D. Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

1. The sealant contains imbedded foreign material other than dusting material.
2. The sealant contains entrapped air bubbles;
3. The sealant has de-bonded or pulled away from the crack; or
4. The sealant has been excessively heated.

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VIII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Crack Sealing-Filling, and not specifically listed in another item in the Bid Form, shall be included in this item.

The measurement shall be made in amount of linear feet of cracks or joints completed and accepted, determined by field measure, and shall be supported by the submittals. The amount of crack sealer shall be reported and invoiced for each road.

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IX. Basis of Payment.

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack and Joint Sealing/Filling, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

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Payment will be made under:

Pay Item	Pay Unit
Bituminous Crack and Joint Sealing	per ~~Linear Foot~~Gallon

All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

END OF SECTION PC-003

PC-004 ~~CHIP SEAL~~CHIP SEAL

~~I. Description~~

~~The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.~~

~~Description: Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County. The end product should maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.~~

~~II. Materials:~~

~~A. **Emulsified Asphalt:** Provide quick-traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H.~~

~~B.~~

~~Property~~	~~Minimum~~	~~Maximum~~
~~Viscosity, Saybolt Furol @ 25° C, Sec.~~	~~20.0~~	~~90.0~~
~~Particle Charge~~	~~Positive~~	~~---~~
~~Sieve Test~~	~~---~~	~~0.1~~
~~Distillation:~~	~~---~~	~~---~~
~~Oil distillate, by volume, %~~	~~---~~	~~0.5~~
~~Residue from Distillation, %~~	~~62.0~~	~~---~~
~~Penetration, 25°C, 100g, 5 sec.~~	~~40.0~~	~~100.0~~
~~Ductility, 77° F, 50 mm/ sec.~~	~~70.0~~	~~---~~

~~plus the following:~~

~~AASHTO TEST NO.~~	~~ASTM TEST NO.~~	~~QUALITY~~	~~SPECIFICATION~~
~~T53~~	~~D36~~	~~Softening Point~~	~~135 °F (57 °C) Min.~~
~~T59~~	~~D244~~	~~Residue after Distillation~~	~~62% Minimum~~
~~T49~~	~~2397~~	~~Penetration at 77 °F (25 °C)~~	~~40 – 90*~~
	~~2170~~	~~Kinematic Viscosity @ 275 °F (135 °C)~~	~~650 cSt/sec. Minimum °F~~

~~It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.~~

~~The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.~~

~~The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.~~

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application, the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the owner may require the supplier to cease shipment of that pretested emulsified asphalt product. Further shipment of that pretested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency.

C. **Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T176	D2419	Sand Equivalent	65 Minimum
T104	C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
T96	C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
⅜ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

I. Description

The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

II. Materials:

A. Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

B. **Liquid bituminous material for surface treatment:** CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	**Minimum**	**Maximum**
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	150	400
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion.

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The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

C. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

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D. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

E. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Chip Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

c. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

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Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

D. Site and Surface Preparation:

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

E. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

F. Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

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- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

G. Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

H. Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

I. Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

J. Fog Seal:

Upon direction from the Engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity

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to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County. If applied, Fog Seal shall be paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Chip Seal (Single application)	Square Yard
Chip Seal (Double application)	Square Yard

~~The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.~~

~~The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.~~

~~Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.~~

~~D. **Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set~~

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~~times.~~

~~E. **Water:** Potable and free of harmful or deleterious materials.~~

~~F. **Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.~~

~~**III.** Mix Design:~~

~~The Contractor shall submit to the County for approval a complete mix design with an aggregate source used on five (5) similar micro surfacing projects. The mix design shall be prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the County. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:~~

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~~ISSA TEST NO.~~	~~DESCRIPTION~~	~~SPECIFICATION~~
~~TB-139~~	~~Wet Cohesion~~ ~~@ 30 Minutes Minimum (Set)~~ ~~@ 60 Minutes Minimum (Traffic)~~	 ~~12 Kg-cm Minimum~~ ~~20 Kg-cm Minimum or Near-Spin~~
~~TB-109~~	~~Excess Asphalt by LWT Sand Adhesion~~	~~50 g/ft² Maximum (538 g/m² Maximum)~~
~~TB-114~~	~~Wet Stripping~~	~~Pass (90% Minimum)~~
~~TB-100~~	~~Wet-Track Abrasion Loss~~ ~~One-hour Soak~~ ~~Six-day Soak~~	 ~~50 g/ft² (538 g/m²) Maximum~~ ~~75 g/ft² (807 g/m²) Maximum~~

~~The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesiometer Test (ASTM D 1560) has been used to confirm asphalt content.~~

~~ISSA TEST NO.~~	~~DESCRIPTION~~	~~SPECIFICATION~~
~~TB-147~~	~~Lateral Displacement~~ ~~Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)~~	~~5% Maximum~~ ~~2.10% Maximum~~
~~TB-113~~	~~Mix Time @ 77°F (25°C)~~	~~Controllable to 120 Seconds Minimum~~

~~The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.~~

~~The mixing test and set-time test should be checked at the highest temperatures expected during construction.~~

~~The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.~~

~~All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.~~

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COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

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IV. Sampling and Testing:

The Engineer at their discretion shall obtain two samples of micro-surfacing mixture for each day of production. The samples shall be obtained at different periods during the production day and the Engineer shall test each sample at the expense of the County in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of each sample. Evaporate all water from the sample prior to testing.

V. EXPERIENCE:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Micro Surfacing project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. EQUIPMENT:

A. **Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

B. **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

C. **Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing

box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

D. **Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

E. **Rut Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1 ½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

F. **Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the County requires) to perform the work.

G. **General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the **Contractor**.

VII. Construction:

A. **Test Strip:** A test strip 1000 feet long and the width of one lane shall be provided. The test must include all courses specified and must be constructed at the same time of day as the scheduled full scale production. The test strip will be evaluated for 24 hours after placement and will be subject to approval from the engineer before any further production. If unsatisfactory, the test strip shall be removed and another strip placed for evaluation at the contractor's expense.

B. **Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air

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temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

C. **Surface Preparation:** The first step of surface preparation is to restore the pavement's structural integrity and functional performance characteristics through patching and crack sealing.

D. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material.

All pavement marking shall be removed, maintained, and compensated for in accordance to FDOT Standard Specification Section 102-5.8. Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. Utility inlets should be covered with heavy paper or roofing felt adhered to the surface of the inlet. The paper is removed once the micro-surfacing has sufficiently cured. In addition to covering the inlets, all starts, stops, and handwork on turnouts should be done on roofing felt to ensure sharp, uniform joints and edges. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

E. **Tack Coat:** Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.45 l/m²). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

F. **Application:** A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

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No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m²) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	20 - 24 lb/yd² (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	30 - 34 lb/yd² (+/- 2 lbs)
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	24 - 28 lb/yd² (+/- 2 lbs)
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	38 – 42 lb/ yd² (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd² (8.1 – 16.3 kg/m²).

G. **Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation

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drop-off.

H. **Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

I. **Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

J. **Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

K. **Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

L. **General Performance**: Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

M. **Traffic Control:** Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards and the current MUTCD. All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Warranty:

The Contractor shall provide the County upon final acceptance of the Microsurfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include

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~~debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County.~~

~~**X.** Basis of Payment:~~

~~The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.~~

~~Payment will be made under:~~

~~**Pay Item**~~	~~**Pay Unit**~~
~~Microsurfacing (Single application)~~	~~Square Yard~~
~~Microsurfacing (Double application),~~	~~Square Yard~~
~~Microsurfacing (Rut filling)~~	~~Ton~~

END OF SECTION PC-004

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PC-005 MICROSURFACING

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I. Description

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.

~~Description:~~ Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County. The end product should maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

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II. Materials:

A. **Emulsified Asphalt:** Provide quick-traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H.

B.

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 ˚F (57 ˚C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 ˚F (25 ˚C)	40 – 90*
	2170	Kinematic Viscosity @ 275 ˚F (135˚C)	650 cSt/sec. Minimum ˚F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For

the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application, the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the owner may require the supplier to cease shipment of that pretested emulsified asphalt product. Further shipment of that pretested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency**.**

C. **Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T176	D2419	Sand Equivalent	65 Minimum
T104	C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
T96	C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
⅜ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still

remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

D. **Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

E. **Water:** Potable and free of harmful or deleterious materials.

F. **Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

III. Mix Design:

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TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft² Maximum (538 g/m² Maximum)
TB-114	Wet Stripping	Pass (90% Minimum)
TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum

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The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.

COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

IV. Sampling and Testing:

The Engineer at their discretion shall obtain two samples of micro surfacing mixture for each day of production. The samples shall be obtained at different periods during the production day and the Engineer shall test each sample at the expense of the County in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of each sample. Evaporate all water from the sample prior to testing.

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V. EXPERIENCE:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Micro Surfacing project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

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VI. EQUIPMENT:

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A. **Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

   The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

   The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

B. **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

C. **Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

D. **Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

E. **Rut-Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1-½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

F. **Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the County requires) to perform the work.

G. **General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the **Contractor**.

VII. Construction:

A. **Test Strip:** A test strip 1000 feet long and the width of one lane shall be provided. The test must include all courses specified and must be constructed at the same time of day as the scheduled full scale production. The test strip will be evaluated for 24 hours after placement and will be subject to approval from the engineer before any further production. If unsatisfactory, the test strip shall be removed and another strip placed for evaluation at the contractor's expense.

B. **Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

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C. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

~~B.~~

~~C.~~D. Site and Surface Preparation: The first step of surface preparation is to restore the pavement's structural integrity and functional performance characteristics through patching and crack sealing.

All pavement marking shall be removed, maintained, and compensated for in accordance to FDOT Standard Specification Section 102-5.8. Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. Utility inlets should be covered with heavy paper or roofing felt adhered to the surface of the inlet. The paper is removed once the micro-surfacing has sufficiently cured. In addition to covering the inlets, all starts, stops, and handwork on turnouts should be done on roofing felt to ensure sharp, uniform joints and edges. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

~~D.~~E. Tack Coat: Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.45 l/m²). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

~~E.~~F. Application: A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to

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suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m²) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	20 - 24 lb/yd² (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	30 - 34 lb/yd² (+/- 2 lbs)
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	24 - 28 lb/yd² (+/- 2 lbs)
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	38 – 42 lb/ yd² (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd² (8.1 – 16.3 kg/m²).

~~F.~~G. **Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they

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shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

~~G.~~H. **Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

~~H.~~I. **Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

~~I.~~J. **Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

~~J.~~K. **Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

~~K.~~L. **General Performance**:
Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

~~L.~~M. **Traffic Control:**
Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards and the current MUTCD. All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be

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included in this item.

IX. Warranty:

The Contractor shall provide the County upon final acceptance of the Microsurfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County. A maintenance bond is not required.

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X. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

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Payment will be made under:

Pay Item	Pay Unit
Microsurfacing (Single application)	Square Yard
Microsurfacing (Double application),	Square Yard
Microsurfacing (Rut filling)	Ton

END OF SECTION PC-005

PC-006 SCRUB SEAL

I. Description

Scrub Seal shall consist of the application of a slow setting, anionic or cationic asphalt emulsion or specialty emulsions developed specifically for scrub sealing, followed by a cover aggregate. The emulsion may be polymer modified.

II. Materials

A. Asphalt Emulsions

The asphalt emulsions employed for Scrub Seals shall be slow to medium setting anionic or cationic SS-1, SS-1H, CSS-1H; ASTM specifications for anionic (SS) emulsions are listed in D977 and for cationic (CSS) emulsion in D2397. Suppliers of other specialty emulsions for Scrub Sealing must supply specifications for these emulsions. Asphalt emulsions may be modified with a polymer additive.

B. Cover Aggregates

Mineral Aggregates for scrub seal shall conform to **Table 1**.

Table 1: Scrub Seal Aggregate Gradation Limits

Sieve Size	Percent Passing	Tolerance
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	96	+3
No. 10 (2.0mm)	60	±20
No. 50 (300µm)	18	±12
No. 100 (150µm)	5	±5
No. 200 (74µm)	5	±3

Where washed aggregates are used, they must be 'surface dry' at the time of application. Moisture content shall not exceed 1.5% by weight of aggregate. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

A. Emulsion Distributor

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Emulsion Scrub Broom

Furnish an emulsion scrub broom assembly of similar design to Figures 1 or 2, or as approved by the Engineer, and having the following characteristics:

- Rigid frame construction
- Attached to, and pulled by, the Emulsion Distributor
- Of such weight that it does not squeegee the emulsion off the road surface
- Leading and trailing broom heads angled at 10 to 15 degrees of the centerline of the supporting member
- Stiff bristles with a minimum height of five inches
- Hinged wing assemblies or other means of adjusting the total broom width.
- Be attached to and pulled by the distributor truck.
- Have means to mechanically lift the scrub broom off of the roadway surface at intermediate points of completion and remain elevated during transit.

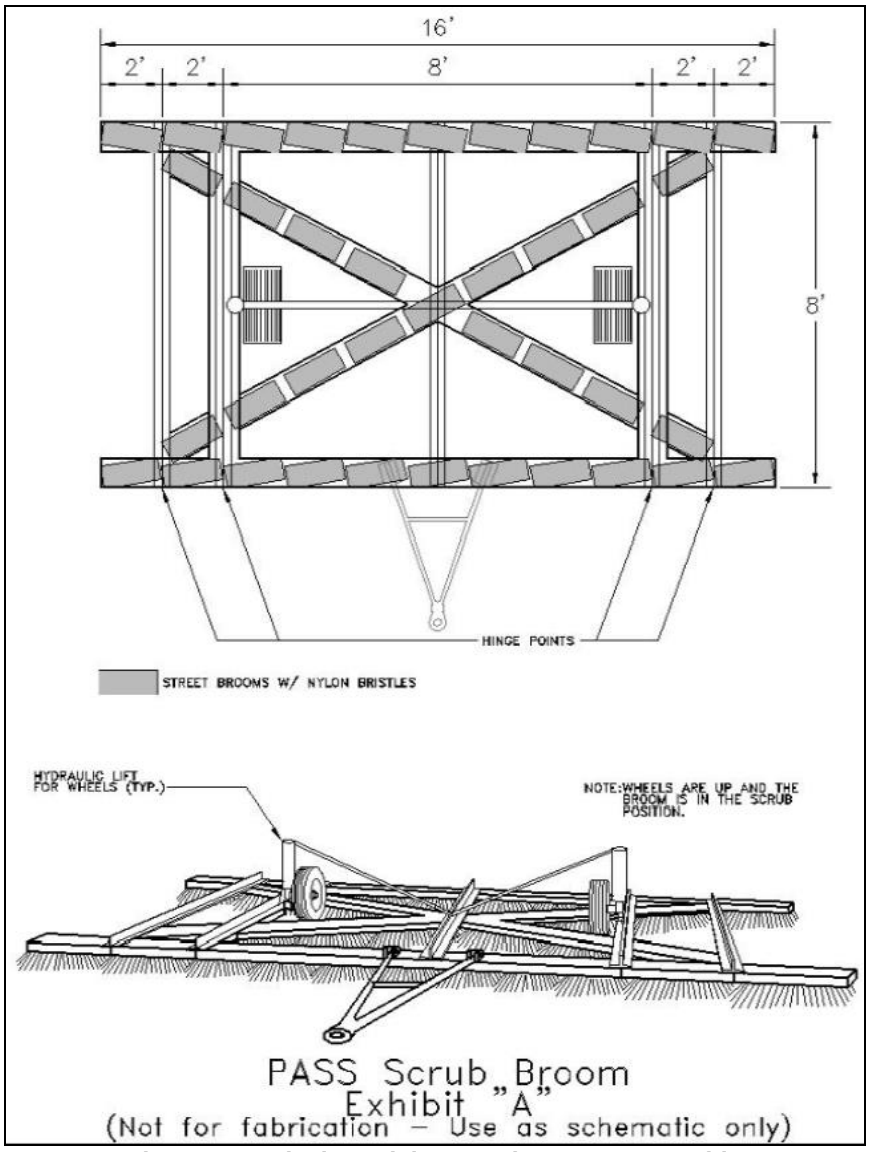


Figure 1: Typical Emulsion Scrub Broom Assembly

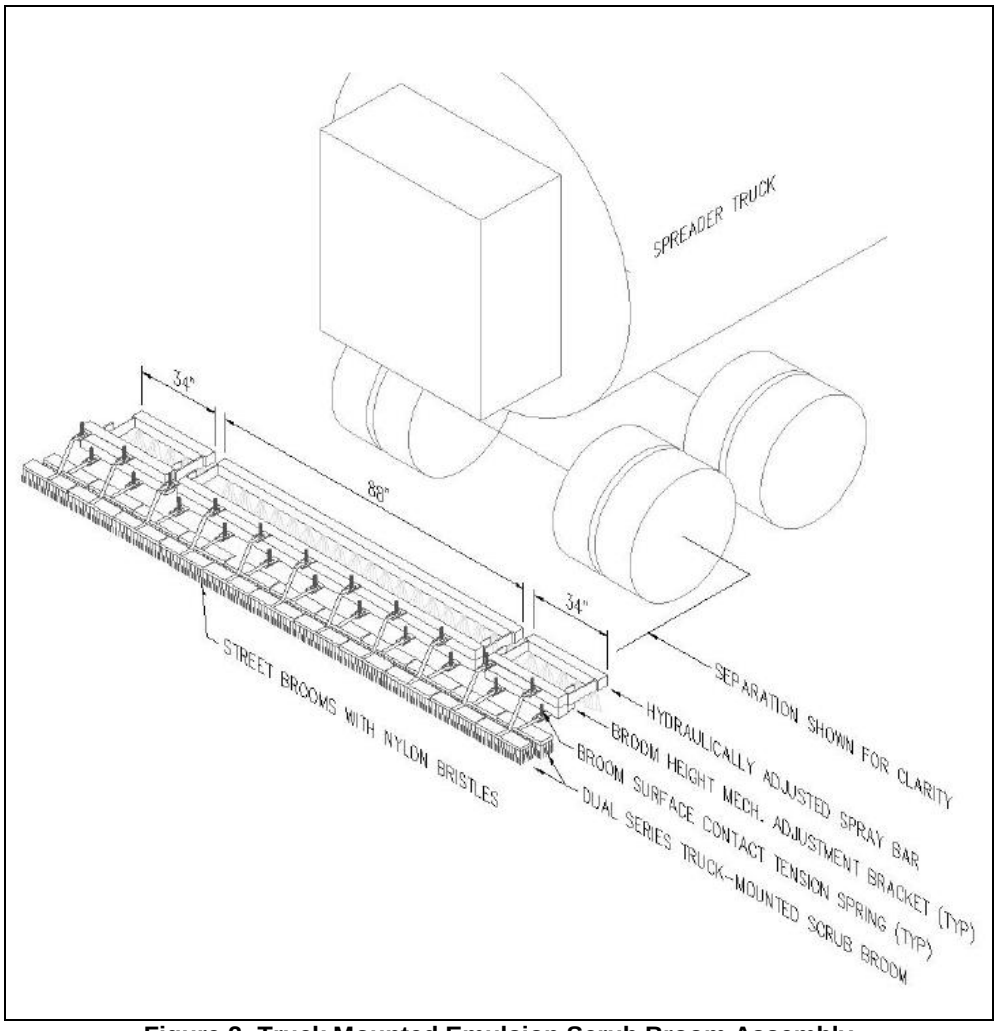


Figure 2: Truck Mounted Emulsion Scrub Broom Assembly

C. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

D. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires

such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

E. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

F. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor

IV. Experience

Bidders must submit a minimum of five Scrub Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction

A. Weather

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The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

B. Resident Notification

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The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The

contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

~~C.~~D. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

~~D.~~E. Traffic

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.
Traffic shall not be allowed on the roadway after placement of the aggregate cover for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

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~~E.~~F. Application of Asphalt Emulsion:

Asphalt emulsion shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

~~F.~~G. Scrubbing

Immediately following application, the asphalt emulsion shall be scrubbed into the existing pavement surface with a scrub broom conforming to Section III-B. Scrubbing shall fill cracks and voids, force the emulsion into the existing pavement surface, and distribute the emulsion uniformly over the roadway cross section.

~~G.~~H. Termination

Application of the emulsion shall be terminated on building paper or other similar material approved by the Engineer, spread over the entire application width. Bu9lding paper shall also be placed over the treated surface for a sufficient length at the beginning of a spread to avoid spraying existing pavement or previously placed screenings, and so that the nozzles are spreading properly when the uncovered surface is reached. The building paper shall then be removed and disposed of in a manner satisfactory to the Engineer.

~~H.~~I. Application of cover Aggregate:

Screenings shall be uniformly spread by the aggregate spreader immediately following the scrubbing. The spreading rate shall e from 18 to 30 pounds per square yard. The initial rate of spreading shall be 24 pounds per square yard. The Contractor may propose a different initial rate. The Contractor shall spread screenings on a 100-foot test strip as requested by the Engineer to verify and determine the initial rate of spreading. The spreading rate shall be adjusted up or down so that no bleeding occurs during rolling. The initial rate of spreading, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

The joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Operating the chip spreader at speeds which causes the chips to roll after striking the emulsion covered surface will not be permitted.

The transverse termination of screenings shall be complete and any excess screenings shall be removed from the surface prior to resuming operations.

Stockpiling of screenings prior to placing will be permitted where space allows, however, any contamination resulting during storage or from reloading operations will be cause for rejection.

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Screenings shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Screenings shall be re-dampened in the haul trucks prior to delivery to the chip spreader when so directed by the Engineer.

The scrubbed pavement surface shall be covered with screenings before setting or "breaking' of the emulsion occurs.

After the screenings have been spread, piles, ridges, or uneven distribution shall be carefully removed to ensure against permanent ridges, bumps or depressions in the completed surface. Additional screenings shall be spread in whatever quantities may be required to prevent picking up by the rollers or traffic.

~~I.~~**J. Rolling:**

Initial rolling shall begin immediately behind the chip spreader and shall consist of one pass completely covering the screenings applied. Asphalt emulsion and screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be that necessary to seat the screenings and in no case shall be less than 2 passes.

~~J.~~**K. Sweeping:**

After rolling of the application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

VI. Finishing:

~~A.~~**D. Flush Coat**

Flush Coat shall consist of an application of a fog seal coat followed by a sand cover to the surface of the scrub seal coat.

Flush coat shall be applied at the discretion of the Engineer, immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

~~B.~~**E. Fog Seal**

Fog seal coat shall not be applied when the atmospheric temperature is below 40°F.

When surface treatment has set, a fog seal is to be applied at a rate of 0.03 to 0.06 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

~~C.~~**F. Sand Cover**

Sand cover shall be applied immediately following application of the fog seal coat. Sand shall be spread by a chip spreader at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. Spreading shall not vary more than 5 percent from the exact application rate.

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~~D.~~G. Maintenance

Scrub seal coated surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of 4 consecutive calendar days, beginning on the day screenings are applied to the asphalt emulsion. Maintenance shall include sweeping and distribution of screenings over the surface to absorb any free emulsion, to cover any area deficient in cover material and to prevent formation of corrugations. Clean sand may be used in lieu of screenings to cover any excess emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted.

The surface shall be swept as often as necessary during the 4-day maintenance period to maintain the surface free of loose screenings. At the end of the fourth day, any excess screenings shall be removed from the paved area.

VII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Scrub Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to the Scrub Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Scrub Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Scrub Seal	Square Yard

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PC-007 COLD-IN-PLACE RECYCLING (CIP)

I. Description

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

II. Materials:

A. *Asphalt Emulsion*

The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the ~~*2010*~~ *current FDOT Standard Specifications for Road and Bridge Construction, Section 916*. At the request of the county, a representative from the asphalt emulsion supplier shall be available at the job site to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will monitor the project and make adjustments to the asphalt emulsion formulation as required.

B. *Cold Pulverized Material*

The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

STANDARD		***METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
2”	95	51 mm	95

C. *Portland Cement*

Portland Cement shall be type I or II and conform to the latest standard requirements f ASTM C150 and AASHTO M85, for the type specified.

III. Mixture Design:

A mix design(s) conducted by an independent, AASHTO Materials Reference Laboratory (AMRL) accredited laboratory using materials obtained directly from the project site, conforming to the requirements of this Technical Specification shall be submitted to the County at the Pre-Construction Conference. Based on RAP consistency throughout project limits, more than one mix design may be required. A traffic control plan may be required in accordance with TP-102 for collecting materials. Mix design formulations shall be conducted in accordance with the following guidelines:

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A. *Mix Design Procedures*

1. **Sampling and Processing** - Prior to materials sampling in the roadway, obtain approval from the County. A traffic control plan may be required in accordance with TP-102 for collecting materials. Obtain 6" minimum inside diameter cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended that a minimum of one location be sampled for each 1000' in each lane. Additionally, samples should be taken where visual differences in the pavement are noticed. Immediately patch all core holes neatly with asphalt cold patch. Cores shall be cut in the laboratory to the depth specified for the CIR project. Cores shall be crushed in the laboratory.

The mix design shall be performed on this crushed sample. Gradation of the sample after crushing shall be determined by ASTM C117 and C136 (dried at no greater than 40°C). Samples shall be prepared with a sample splitter. An alternative method is to dry, screen and recombine the sample in the laboratory to target gradation.

2. **Mixing** - Calculate the amount of RAP required to produce a 61.0 mm to 66.0 mm (2.4 to 2.6 inch) tall specimen by determining the maximum specific gravity of the RAP in accordance with ASTM D2041.

Number of specimens: 4 per emulsion content for a total of 4 for long-term stability and 4 for moisture testing for the 3 emulsion contents. Two specimens are required for Rice specific gravity; test at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Recommended emulsion contents: 2.0%, 2.5%, 3.0%, 3.5%. Choose three emulsion contents that bracket the estimated recommended emulsion content.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR RAP millings thoroughly with water first, then mix with emulsion. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

3. **Compaction** - Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction. Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 100 mm mold at 1.25° angle, 600 kPa ram pressure, and 30 gyrations. The mold shall not be heated.

4. **Curing after compaction** - Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 60°C forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Care should be taken not to over-dry the specimens. Cure compacted specimens to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined here as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

5. **Measurements** - Determine bulk specific gravity (density) of each compacted (cured and cooled) specimen according to ASTM D2726.

Determine specimen heights according to ASTM D3549 or equivalent. Alternatively, the height can be obtained from the SGC readout.

Determine Rice (maximum theoretical) specific gravity, ASTM D2041, except as noted in Item 4 of this procedure, and do not break any agglomerates which will not easily reduce with a flexible spatula. Perform the supplemental dry-back procedure to adjust for uncoated particles.

Determine percent air voids in accordance with ASTM D3203 for each design emulsion content.

Determine corrected Marshall Stability by ASTM D1559 at 40°C after 2 hour temperature conditioning in a forced draft oven.

6. **Moisture Susceptibility** - Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent, soak in a 25°C water bath for 23 hours, followed by a one hour soak at 40°C. Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

7. **Emulsion Content Selection** - The properties of the specimens at design emulsion content shall meet the properties in Table 1.

8. **Report -** The report shall contain the following minimum information: Gradation of RAP; amount and gradation of virgin aggregate or additional RAP, if any; recommended water content range as a percentage of dry RAP; optimum emulsion content as a percentage of dry RAP and corresponding density; air void percentage; absorbed water percentage; Marshall Stability and Retained Stability at design moisture and emulsion contents; Raveling percentage; and Thermal Cracking initiation temperature. Include the mix design emulsion designation, supplier name, plant location, and emulsion testing results detailed in *Table 4*.

The mix design(s) shall meet the Mix Design Performance Criteria of ***Table 1*** and be approved by the County prior to construction.

9. **Other Additives:**

If necessary, additives may be used to meet the requirements in **Table 1.** In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

10. **Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material:**

If available, imported RAP material may be added at the discretion of the County Engineer if the RAP material meets the requirements in ***Table 2*****.** The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in this Technical Specification and when blended with the design millings, shall produce a product which meets the specifications given in ***Table 1***.

Table 1 – Mix Design Performance Criteria

100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:

Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	Optimum Strength	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 -Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage

** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*

***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*

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Table 2 - Imported Crushed RAP Criteria

Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	5% retained on 2" seive

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11. **Additional Aggregate:**

Based on the results of mix design testing or other requirements, the CIR contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in ***Table 1*****.** Any additional aggregate shall meet the criteria specified in ***Table 3*****,** and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in ***Table 1.***

Table 3 - Additional Aggregate Criteria

Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ max.imum

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IV. Equipment:

Maintain all equipment in a satisfactory operating condition and in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100-2.* The Cold In-Place Recycling shall be conducted with the equipment specified herein.

A. *Milling Machine:*

A self-propelled, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

B. *Bituminous Paver:*

A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

C. *Rollers:*

All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg). Pneumatic rollers must have properly working scrapers and water spraying systems. At least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm). Double drum vibratory rollers must have properly working scrapers and water spraying systems.

V. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five CIR project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification

at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. Construction:

A. *Weather Limitations*

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 500 F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

B. *Removal of Vegetation:*

Grass, vegetation and other deleterious material shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

C. *Milling:*

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, radius returns, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities. The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

D. *Processing:*

When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more that 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material. The Contractor shall be required to waste material containing over-sized pieces of paving fabric as directed by the Engineer.

E. *Spreading:*

The material shall be spread using a self-propelled paver meeting the requirements under *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 320-5.* Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

F. *Compaction:*

Compaction of the recycled mix shall be completed using rollers meeting the requirements of the *2010 FDOT Standard Specifications for Road and Bridge Construction Section 330-10*. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

G. *Return of Traffic:*

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the contractor to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

H. *Protection and Damage:*

Protect the recycled pavement layer in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Prime and sand the recycled pavement layer prior to opening the roadway to traffic. Any damage to the completed Cold In Place Recycled bituminous material shall be repaired by the contractor prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the Engineer.

I. *Finished Recycled Pavement Layer Smoothness:*

The completed cold recycled pavement layer surface shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County.

Irregularities exceeding the specified limit shall be corrected at the expense of the contractor by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

VII. Quality Control

A. *Contractor Responsibility:*

The contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the contractor if similar laboratory samples tested by the contractor and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The contractor shall submit all documentation of field inspection and laboratory testing results required herein to the County Engineer prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

B. *Crushed RAP Material Sizing:*

A sample shall be obtained from the receiving hopper of the paver each ½ mile or as specified by engineer (0.8 km) and screened using a 2 in. (51mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

C. *Asphalt Emulsion:*

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in ***Table 4*****.** The County Engineer may require the contractor to obtain emulsion samples from each shipping trailer prior to unloading into the contractor's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		
**To be determined during CIR design phase prior to emulsion formulation and*		

manufacture for project. Penetration value range will be determined and submitted to the County Engineer for approval prior to project start

D. *Asphalt Emulsion Content and Yield:*

Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

E. *Water Content and Yield:*

Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

F. *Mixture Testing:*

At the discretion of the County Engineer and if the recycled pavement layer quality and workmanship seem suspect, the contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in ***Table 1*****.** If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in ***Table 1*****.** If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in ***Table 1***.

G. *Depth of Pulverization (Milling):*

The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

H. Compacted *Density*:

Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

I. *Cross-Slope and Smoothness:*

The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum 2 % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing **Depth of Milling Compacted Density Cross-Slope Smoothness	Table 1 Section 334-5.7 ASTM D2950 FM 5-509 FM 5-509	Table 1 Determined by Mix Design(s) 96 to 98% of target density Minimum 2% Maximum 0.5 in (12 mm) deviation from planeness
**Mixture Testing frequency shall be at the County Engineer's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

J. *Documentation*

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the project site to complete this item shall be given to the County upon delivery. Tickets shall be signed by an approved representative of the Contractor at the time of delivery.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cold-In-Place Recycled Bituminous Paving, and not specifically listed in another item in the Bid Form, shall be included in this item, including but not limited to Maintenance of Traffic as specified in TP-102.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. Prices shall be full compensation for the removal and processing of the existing pavement; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling and prime and sand for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cold-In-Place Recycled Bituminous Paving, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Cold-In-Place Recycled Bituminous Paving	Square Yard
Liquid Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
Added RAP or Aggregates for Mixing	Ton
Cement	Ton

END OF SECTION PC-007

PC-008-~~3~~ A FULL DEPTH RECLAMTION (FDR) WITH PORTLAND CEMENT

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, Portland cement and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, the introduction of cement additives, and other additives (if called for in the Mix Design). The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. RAP: Materials must meet all requirements specified in the ~~2010~~ current Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Portland Cement: Portland Cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85, for the type specified.

D. Water: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

E. Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of water and cement material into the mixture. The reclaiming machine shall mix the cement additive

thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

E. Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (cement stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations: The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that

the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of cement needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer of record. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

D. Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

E. Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

F. Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The cement and water shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. Alternately, the cement may be introduced by means of a spreader bar with curtain on the cement distributor. Cement shall not be introduced by means of a spreader bar or hose from the cement delivery tanker. The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

G. Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

H. Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

I. Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

   At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material.

   The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

   When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

J. Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of cement into the mixture shall be included in the per TN cost for Cement. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the CY Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Cement, including all items of work described herein. No additional payment will be

provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Cement	Ton
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard

END OF SECTION PC-008-3

PC-008-~~4~~ B FULL DEPTH RECLAMATION WITH ASHPALT EMULSION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. **RAP:** Materials must meet all requirements specified in the 2015 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. **Additional Base Materials:** Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. **Asphalt Emulsion:** When asphalt emulsion treatment is specified, asphalt emulsion, type CSS-1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

D. **Portland Cement:** When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

E. **Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

F. **Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. **Road Reclaimer:** Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including

horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. **Motor Grader:** Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. **Rollers:** Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. **Additional equipment:** Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

E. **Cement Delivery Equipment:** A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final

surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the Engineer.

B. **Weather and Seasonal limitations:** The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen. A high ambient temperature (> 32ºC, 90ºF) increases the chance of breaking off large chunks ("slabbing") in front of the cutting machine.

A. **Mix Design:** Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

B. **Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

C. **Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

D. **Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

E. **Compaction:** Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

F. **Finishing:** Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

G. **Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

H. **Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county’s option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard
Cement	Ton

END OF SECTION PC-008-4

PC-009 BITUMINOUS FOG SEAL

I. Description

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

II. Materials:

A. **Bituminous Material:** Provide a CSS-1 or CSS-1h, bituminous material for fog seal, as specified in Fl/DOT 916-3.1. The temperature of the bituminous material at the time of application shall be above the minimum temperature of 120°F.

B. **Material Samples:**
The County will require the Contractor to sample and test the first load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion for every 10,000 gallons, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. **Distributer Tank:**
The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the bituminous fog seal uniformly on variable widths of surface at readily determined and controlled rates from 0.07 to 0.12 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

B. **Sand Truck:**
Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. **Self-Propelled Rotary Power Broom:**
The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

D. **Additional equipment:**
Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references in the State of Florida that have been completed within the past three years. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:**
The Contractor will be responsible for the string lining and lay out of the roadway prior to sealing.

B. **Weather and Seasonal limitations:**
The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 60 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 60°F. No construction is allowed in foggy weather.

C. **Resident Notification**
The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract

D. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work

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and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

~~D.~~E. **~~Preparation of Surface~~Site and Surface Preparation:**

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

The fog seal material shall not be applied until an inspection of the street surface has been done by the Engineer and determined to be suitable.

~~E.~~F. **Application of bituminous material:**

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The Contractor shall do a 100' test strip, applied between 0.07 to 0.12 gallons per square yard, diluted with potable water. A dilution rate of 50% (1:1 water to emulsion) is recommended. An application rate between 0.09 to 0.23 gallons per square yard may be used for open surfaces. The Engineer shall review the test strip and recommend application rate adjustments as needed.

~~F.~~G. **Progress of Work:**

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

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Interim pavement markings can be placed after the fog seal has cured. Permanent pavement markings shall not be placed for three days after placing the fog seal.

When applying to a new chip seal surface, the bituminous chip seal shall be allowed to cure a minimum of 24 hours under dry conditions and temperatures above 60 degrees Fahrenheit.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Traffic Control:

The **Contractor** shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh seal until it has cured. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards~~,~~ ' most current edition ~~and TP-102~~. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the fog seal for a minimum of two hours, or until the Engineer has determined it has cured.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Material for Fog Seal	~~Gallon~~Square Yard
Silica Sand	Square Yard

END OF SECTION PC-009

BID SHEET

The Bid Sheets for this bid are available on the web at http://www.polk-county.net/boccsite/doing-business/bids/. All Bid Sheets are in Excel format and **are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.**

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost in the same column. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets. Any notes you wish to make are to be made in the Remarks section below.

REMARKS: _____

_____

_____

_____

_____

VENDOR NAME

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
MAILING ADDRESS	NAME (TYPED OR PRINTED)
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER
E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of_____)

County of_____)

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

_____

(Title)

My Commission Expires:_____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid No. 15-601.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

_____
Company Name

_____
Bidder (signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm_____

By_____

_____
Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public:_____

My Commission Expires:_____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 15-601 PROJECT NAME: Pavement Management Alternative Methods

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

ADDENDUM ATTACHMENT NO. 2
September 3, 2015

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number:	15-601, Pavement Management Alternative Methods
Description:	Provide the necessary labor, material, equipment and supervision for pavement management alternative methods.
Receiving Period:	Wednesday, September 16, 2015, prior to 2:00 p.m.
Bid Opening:	Wednesday, September 16, 2015, 2:00 p.m.

NOTE: This is an annual bid therefore, there is no established budget. The services contained within this bid are utilized on an as-needed basis. This is a new annual bid; there is no prior bid information available.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____Fax:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

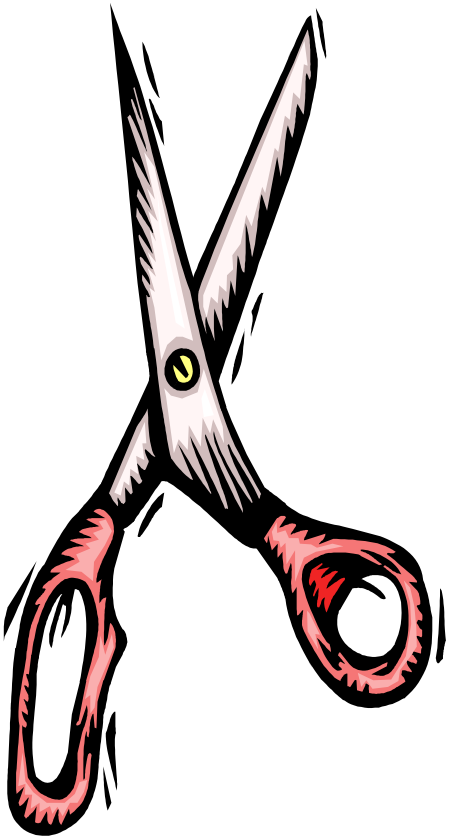
SEALED BID NO.: 15-601

BID TITLE: Pavement Management Alternative Methods

DUE DATE/TIME: Wednesday, September 16, 2015 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY

Procurement Division
Fran McAskill
Procurement Director

Bid #15-601
PAVEMENT MANAGEMENT ALTERNATIVE METHODS

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing pavement management alternative methods as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00p.m, Wednesday, September 9, 2015.** Bids will be opened at 2:00p.m., September 9, 2015.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Tammy G. Spearman, CPPO, CPPB Procurement Specialist,** via email at tammywinton-spearman@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Tuesday, September 8, 2015.

Bids may be mailed, express mailed or hand delivered to:

Procurement Division
330 W Church St, Rm 150
Bartow, Florida 33830
(863) 534-6757

STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

( ) Insufficient time to respond
( ) Do not offer this product
( ) Specifications unclear
( ) Specifications too restrictive
( ) Unable to meet specifications
( ) Unable to meet bond/insurance requirements
( ) Schedule would not permit us to perform
( ) Other (please specify below)

Company Name:_____ Date:_____

Telephone Number:_____ Signature:_____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

2. **NO BID:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.

3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

   NOTE: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/ . The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.

6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.

12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/.

    FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

16. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

17. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to

receive preference, a signed certification of compliance must be submitted with the bid response.

18. **CODE OF ETHICS**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

19. **SEALED BIDS**: All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **AWARD(S):** The award of this bid shall be based on low bid per each alternative method. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

    - Vendor's evaluation – quality of performance on previous projects.
    - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
    - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
    - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
    - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
    - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
    - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
    - The ability of the bidder to provide future maintenance and service, as required or needed.
    - The number and scope of conditions attached to the bid.

3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned businesses in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached,

the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.
When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.

7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.

9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.

10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:

- Immediately discontinue all work unless the County's notice directs otherwise, and

- Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the

County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

15. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.

16. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and 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 Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

17. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

    If your company wishes to avail themselves of this program, you can register online for E-Verify at **http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.

20. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

    Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

    The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

21. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

GENERAL CONDITIONS

1. Award will be made based on the lowest responsive bid per alternative method meeting specifications. Bidders are not required to bid on all alternative methods, but must bid on all items contained within each alternative method bid in order for their bid to be considered responsive. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. **PERFORMANCE OF WORK:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

3. The period of performance for this bid begins on the date of award through September 30, 2016. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #12 and #13.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Upon execution of the bid, the County reserves the right to conduct an audit of the contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter. The County may also require submittal of the records from the contractor, the subcontractor, or both as the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.

8. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

9. **Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:**

    - Return only the required bid submittal pages
    - Avoid comb, velo binding, and plastic binders
    - Avoid plastic dividers and/or plastic tabs
    - Print and/or copy double-sided to the extent feasible
    - Use at least 30% post-consumer recycled content paper to the extent practicable

SPECIAL CONDITIONS

1. **BIDDER QUALIFICATIONS:** Bidders should submit a list of three (3) asphalt maintenance projects for each alternative method bid upon, successfully completed within the last five (5) years in which the Contractor's portion of the work exceeded $30,000.00 for any government agency, local or out of state. The list shall include the names of the projects, names of the governmental agencies, names of the Project Managers for the governmental agencies, phone numbers for the Project Managers, and the dollar amounts of the contracts.

2. The contractor(s) shall provide all services to properly complete the work described in the Bid document, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County determines that a job site is not being adequately supervised, a deficiency letter will be issued to the contractor(s).

3. Except as amended in the Bid document or otherwise directed by the Director User Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, all current editions.

4. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

5. **DEFINITIONS:** The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

   a. The Department or FDOT: Reference is to the County as the owner of the project.

   b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.

   c. The Engineer: This term has the same meaning as "Polk County Project Manager" as defined in the bid document.

   d. State Road: Any public roadway.

   e. The Department's Acceptance Tests: Tests adopted by the County.

   f. The District and/or Central Labs: The contractor's testing subcontractor, as authorized by the County.

6. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

   a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions

current at the time of the bid, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to Bid document.

i. For Shoulder Rework, refer to Section 577-70 of the 2000 Edition of FDOT Standard Specifications for Road and Bridge Construction.

b. If any conflicts exist between the specifications prescribed in the Bid document, the more stringent requirement shall apply.

7. **PROJECT QUOTES AND WORK ORDERS**

a. This annual bid includes asphalt roadway treatments and/or recycling for multiple project work orders at various locations throughout Polk County, according to the requirements of the Bid document. The project work order locations may be anywhere within Polk County.

b. The County will perform a preliminary estimate for each project using the unit prices from the awarded vendors bid submittal for the alternative method to be used. The preliminary estimates may also include out of scope work items determined by the Project Manager. The contractor's final estimates will be returned the County Project Manager, including those out of scope cost previously identified by the Project Manager, prior to the deadline stated in the request for final estimate. When the final estimate is approved, a purchase order will be issued and notice to proceed given to the contractor. A work order with the approved final estimate must be attached to the purchase order. The contractor will then commence work and proceed in accordance with the approved schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The approved quote amount on any individual work order shall be the maximum compensation payable to the contractor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

8. **PROJECT SCHEDULES:** The County will require that the contractor submit time estimates for specific projects, at the County's request.

9. **Working Hours:** The regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 5 working days in advance from the County Project Management Section. Permission to work on County holidays must be requested a minimum of 5 working days in advance from the County Project Management Section.

10. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Contractor for the "out of scope" work.. The "out of scope" proposal shall contain all necessary costs, expenses and time; the County shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-

scope" services. Contractor shall not commence work on any "out of scope" services until approval is received from the County Project Manager.

11. **TESTING AND INSPECTIONS**

a. The contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the contractor. For these inspections and testing, the contractor shall give the County Project Management Section a minimum of 48 hours' notice to prepare for the required inspections or testing.

b. For all required inspections, tests and approvals on any work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Management Section with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

c. Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the contractor's expense.

d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

12. **EMERGENCIES:** In the event of an emergency, the contractor shall immediately notify the County Project Management Section.

13. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The contractor shall not stop work on any project work order without the consent of the County Project Manager.

14. **MAINTENANCE OF TRAFFIC**

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

b. The contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.

15. **UTILITY COORDINATION:** The contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

16. **MATERIALS**

a. The contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County Project Management Section immediately upon delivery or as soon thereafter as is practical.

b. Arrangements for storage areas for materials and equipment shall be the responsibility of the contractor. Before mobilizing or storing any materials or equipment, the contractor shall identify the areas to be used for storage in writing

to the County. If property other than County right-of-way is proposed for storage, the contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The contractor shall be responsible for restoring any and all damages to storage areas. Restoration of damage to public right-of-ways, easements, or private properties outside of the work zone area shall be the contractor's responsibility. Reimbursement for restoration of storage areas outside of the work zones shall be included in the contractor's Mobilization bid price.

17. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

18. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty. If the contractor desires to make a delay claim, any such claim shall be submitted to the County Project Manager in writing within three working days of the occurrence of the event giving rise to the claim.

19. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the contractor to stop the leak. The contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

20. **SAFETY**

    a. The contractor is responsible for providing for the safety of all contractor's or subcontractor's personnel working in the Project Area.

    b. The contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the contractor provide notification according to the procedures of the F.S. Chapter 556.

21. **WORK AREA CLEAN-UP REQUIREMENTS**

    a. During the progress of the Work, the contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

    b. Following completion of the Work, contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public right-of-ways, easements, and private properties. The contractor

shall leave the site clean and ready for occupancy by the County at final completion of the work.

22. **WORK STOPPAGE:** From time to time, it may be necessary for the contractor to stop a portion of the work or all work to accommodate a civic function. If the contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

23. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the material's specification.

TECHNICAL SPECIFICATIONS

1) Bid Item No. PC-002 - Asphalt Rejuvenator

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of an asphalt rejuvenating agent to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Asphalt Rejuvenator will be measured by the square yard as provided for in the Bid Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

2) Bid Item No. PC-003 – Crack Sealing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the preparation and sealing of all surface cracks ¼" inch wide or greater.

b. Method of Measurement: Crack Sealing shall be measured in gallons of crack seal applied to the road, as provided in the Contract Documents.

c. Basis of Payment: The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to complete the work as specified.

3) Bid Item No. PC-004 – Chip Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for single or double application of combined layers of polymer modified liquid asphalt emulsion and spread aggregate.

b. Method of Measurement: Chip seal, single or double application, will be measured by the square yard as provided for in the Contract Documents.

d. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

4) Bid Item No. PC-005 – Micro-Surfacing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the placement of a polymer modified microsurface on a prepared existing paved road to the thickness specified by the County.

b. Method of Measurement: Microsurfacing will be measured by the square yard, with the exception of that used for rut filling. The later will be measured per ton, as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

5) Bid Item No. PC-006 - Scrub Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a Scrub seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Scrub Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

6) Bid Item No. PC-007 – Cold-In-Place Recycling (CIP)

a. Description: Furnish all labor, materials and equipment necessary to perform all operations for the in-place construction of Cold Recycled Bituminous Base Course or CIR, as set forth in the Contract Documents.

b. Method of Measurement: CIR will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to CIR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

7) Bid Item No. PC-008-3 and PC-008-4 – Full Depth Reclamation (FDR)

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

8) Bid Item No. PC-009- Bituminous Fog Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a bituminous fog seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Fog Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

PC-002 – ASPHALT REJUVENATOR

I. Description

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material

A. Rejuvenator Agent:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

TESTS	TEST METHOD ASTM	AASHTO	REQUIREMENTS MIN.	MAX.
Tests on Emulsion:				
Viscosity # 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (mod)	T-59 (mod)	--	0.1
Particle Charge Test	D-244	T-59	Positive	
Percentage Light Transmittance[4]	GB	GB	--	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	--
Viscosity @ 60°C, cst	D-445	--	100	200
Asphaltenes, %w	D-2006-70	--	--	1.00
Maltene Dist. Ratio $\frac{PC + A_1}{S + A_2}$[5]	D-2006-70	--	0.3	0.60
PC/S Ratio[5]	D-2006-70	--	0.5	--
Saturated Hydrocarbons, S[5]	D-2006-70	--	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidaffins S= Saturated Hydrocarbons

B. Material Performance

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt

binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities, counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy.

C. Product Standards and Alternates

The product "Reclamite" is the standard for this specification. Bidders may offer an ALTERNATE for the Standard specified, provided the bidder adheres to the following and submits the same with their bid.

1. List the proposed alternate on the Alternate Bid Sheet form giving the product name and price.
2. Furnish complete specifications and descriptive literature for the alternate, as well as a one-gallon sample of the material proposed for use. Such description and detailed information shall be complete and at least equal in detail to the County's requirements for the standard item for which the alternate is offered.
3. Submit a current Material Safety Data Sheet (MSDS) for the alternate materials.
4. Submit a list of all projects on which the Alternate has been used by the bidder within the state of Florida during the past five (5) eyars with said list containing location, dates of the project, contact name, address and phone number.

The alternate will be given consideration by the County. The Contractor may furnish only those alternate items included in their bid proposal and approved by the County prior to award of the contract. If no Alternate is indicated in the bid proposal, the Contractor shall furnish the Standard (brand) specified.

Should the Alternate be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the Bid Sheet for the Standard, then said bid will be considered non-responsive.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. Distributer Tank:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

B. Sand Truck:

Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. They must submit with their bid a list of five projects on which they applied said rejuvenator. They shall indicate the project dates, number of square yards treated in each, and the name and phone number of the representative in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience

outline of the project superintendent.

V. Construction

A. Storm Water Pollution Prevention Plan

The contractor responsible for applying the asphalt rejuvenating agent shall maintain a current, written Storm Water Pollution Prevention Plan (SWPPP) that complies with all relevant Environmental Protection Agency (EPA) regulatory requirements. Prior to the commencement of application operations, the contractor shall conduct SWPPP training of all personnel actually applying the asphalt rejuvenating agent. At all times, the contractor shall ensure that a current copy of their SWPPP is present on-site, wherever the asphalt rejuvenating agent is being applied.

B. Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

C. Weather and Seasonal Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent. The contractor shall perform follow-up inspections of stormwater inlets, culverts, and drainage ditches (in accordance with the contractor's SWPPP) in the vicinity of the asphalt rejuvenating agent application operations, whenever a precipitation event, in excess of 0.10 inches of rain, occurs during a two day period following application of the asphalt rejuvenating agent. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

D. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

F. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

G. Application of Rejuvenating Agent

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer.

Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is

granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable by the Engineer.

After the rejuvenating agent has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

H. Pavement Marking Restoration

If the Contractor is using an approved Alternate to the Product Standard specified, the Contractor shall include as part of the project tasks, the restoration of all pavement markings and striping after the product has been satisfactorily applied. These tasks will be paid under the FDOT series 710 and 711 pay items indicated on the Alternate Bid Sheet.

I. Quality Assurance and Testing

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

The County, at their option, may require testing to be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). The testing protocol shall be extraction and recovery of the top 3/8” layer from a 4-inch or 6-inch core by ASTM D2172 and ASTM D1856. The recovered binder can be tested for complex viscosity @ 60ºC, Pas, using the Dynamic Shear Rheometer (DSR) by AASHTO T315, or viscosity @ 60ºC, Poises, using the Absolute viscosity @ 60ºC, Poises, by ASTM D2171.

Test sections shall be at least one squared yard in area. The test sections shall have various application rates for each pavement type that exists on the project and shall be conducted prior to the application of product to define application rates which meet and/or exceed the above targets.

Costs associated with testing shall be included in bid price.

VI. Traffic Control

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.

The contractor shall be responsible for all traffic control and signing required to ensure safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

VII. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Asphalt Rejuvenating Agent, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rejuvenating Agent	Square Yard
Silica Sand	Square Yard

END OF SECTION PC-002

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE

I. Scope

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

II. Equipment

A. Container may be either glass, plastic or metal having a capacity of 6,000 ml.
B. Graduated cylinder, 1,000 ml, or greater.
C. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumertron spectrophotometer.
D. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.
E. Suction bulb for use with the pipette.
F. Test tubes compatible with spectrophotometer, ¾" x 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L).

III. Spectrophotometer Calibration

A. Calibrate spectrophotometer as follows:
   1. Set wavelength at 580 mμ
   2. Allow spectrophotometer to warm up for thirty minutes.
   3. Zero percent light transmittance (%LT) scale.
   4. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube, or approximately 2/3 full.
   5. Place tube in spectrophotometer and set %LT scale at 100
   6. Repeat steps 3 and 5 two times or until no further adjustments are necessary.

IV. Procedure

A. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
B. Place 2.000 ml tap water in container.
C. Such 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
D. Using suction bulb, blow emulsion into container.
E. Rinse pipette by sucking in diluted emulsion solution and blowing out.
F. Clean pipette with soap or solvent and water. Rinse with acetone.
G. Stir diluted emulsion thoroughly.
H. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
I. Calibrate spectrophotometer.
J. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
K. Repeat steps I and J until three identical consecutive readings are achieved.
L. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

PC-003 CRACK SEALING

I. Description

The work consists of applying a hot-applied, single component polymer/rubber modified asphalt material supplied in solid form, to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. Cracks or joints that will be sealed shall be a minimum of one quarter (1/4) inch, and have a maximum width of one (1) inch.

II. Materials

A. Polymer/rubber Modified Asphalt Material: Materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulized rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance to ASTM D5078 to the manufacturer's maximum safe heating temperatures.

Property	Specification
Cone Penetration, 77.0°F (ASTM D5329)	30 – 60 dmm
Resilience, 77.0°F (ASTM D5329)	30 % minimum
Softening Point (ASTM D113)	200°F minimum
Ductility, 77.0°F (ASTM D113)	300 mm minimum
Flow 140°F (60°C) (ASTM D5329)	3mm maximum
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% minimum
Tension Adhesion (ASTM D5329)	400% minimum
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)

B. Blotting Material: If required, the blotting material shall be an aggregate such as cement dust, Crafco Detack or equivalent, or other cover aggregate approved by the Project Manager.

III. Equipment

A. Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter with transmittal of heat through heat transfer oil. It shall be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have an agitation system to meet the requirements of Appendix X1.1. of ASTM 6690. The sealant shall be applied to the pavement under pressure supplied by a gear pump with hose and wand and direct connecting applicator tip. The pump shall have sufficient pressure to apply designated sealant at a rate of at least three (3) gallons (11.4L) per minute. Melter applicators shall be approved for use by the sealant

manufacturer. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

B. Hot Compressed Air (HCA) Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

C. Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

D. Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

IV. Submittals

The Contractor shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.

A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:

- Road name, date, time application process starts, amount installed, time application process ends.
- Date, time and amount added to the melter.
- The lot number from each box added shall be also recorded.
- Weather conditions

The Contractor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

V. Preparations

A. Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

B. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

C. Surface Preparation: No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material, and are sufficiently dry. Following the initial routing and cleaning operation, all cracks and joints shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

D. Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept. Submittals and a copy shall be supplied to the Project Manager.

All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

VI. Construction Methods

C. Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

D. General Sealant Application: All single transverse cracks in the travel lanes shall be sealed by the Cut and seal method. All other cracks in the travel lanes, shoulders,

and auxiliary areas may be filled by either the Cut and Seal method or the Crack Fill method. If a surface treatment, such as resurfacing or surface sealing shall follow, the Crack filling material must cure for a minimum of 30 days prior to application of the final surface treatment.

E. Cut and Seal Method: Cut, clean and seal cracks and joints that are 1/16 inch or greater in width. Cut along the crack or joint to construct a uniform rectangular reservoir in which the sealant is to be placed. The reservoir shall be between ½ inch and ¾ inch in width. The depth of the reservoir shall be between ½ inch and 1 inch. The cut reservoir shall have vertical, intact sides with no loosely bonded aggregate. Following cutting, the reservoir shall be cleaned using the air blast method or other acceptable method. The reservoir shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. If the reservoirs are not clean and dry, they shall be re-cleaned to achieve the required condition. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

F. Crack Fill Method: Clean and seal joints and cracks that are 1/16 inch or greater in width. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of at least twice the joint or crack width. Joints and cracks shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Sealant shall be applied to slightly overfill the crack or joint and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

G. Pavement Cleaning and Protection: The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall not be permitted on the pavement in treated areas during the initial curing period recommended by the manufacturer. The Contractor shall provide all temporary traffic control devices to protect the treated areas, as required by the Engineer.

Prevent tracking with an application of fine sand, unless it can be demonstrated that the crack and joint sealer will not track without its application. Other methods may be used if approved by the Engineer. Repair any pavement striping or markings affected by the application of the sealant. Any excessive or spilled sealant shall be removed by the Contractor using approved methods. Any damage to uncured sealant shall be repaired at the contractor's expense.

VII. Liability and Deficiencies

C. During the period of construction and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The Contractor shall be responsible for the payment of all property damage

and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.

The Contractor shall be responsible for any claims of tracking as part of this specification. If there is a claim the Contractor shall be responsible for:

1. Applying more blotting material as necessary.
2. Address the tracked material by either removing or repairing the object that was affected.

D. Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

1. The sealant contains imbedded foreign material other than dusting material.
2. The sealant contains entrapped air bubbles;
3. The sealant has de-bonded or pulled away from the crack; or
4. The sealant has been excessively heated.

VIII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Crack Sealing-Filling, and not specifically listed in another item in the Bid Form, shall be included in this item.

The measurement shall be made in amount of linear feet of cracks or joints completed and accepted, determined by field measure, and shall be supported by the submittals. The amount of crack sealer shall be reported and invoiced for each road.

IX. Basis of Payment.

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack and Joint Sealing/Filling, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Crack and Joint Sealing	per Gallon

All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and

location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

END OF SECTION PC-003

PC-004 CHIP SEAL

I. Description

The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

II. Materials:

A. Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

B. **Liquid bituminous material for surface treatment:** CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	**Minimum**	**Maximum**
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	150	400
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site,

prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

C. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

D. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

E. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Chip Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

C. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

D. Site and Surface Preparation:

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

E. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

F. Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

G. Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

H. Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

I. Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

J. Fog Seal:

Upon direction from the Engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity

to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County. If applied, Fog Seal shall be paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Chip Seal (Single application)	Square Yard
Chip Seal (Double application)	Square Yard

END OF SECTION PC-004

PC-005 MICROSURFACING

I. Description

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.

Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County. The end product should maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

II. Materials:

A. **Emulsified Asphalt:** Provide quick-traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H.

B.

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 ℉ (57 ℃) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 ˚F (25 ˚C)	40 – 90*
	2170	Kinematic Viscosity @ 275 ˚F (135˚C)	650 cSt/sec. Minimum ℉

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For

the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application, the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the owner may require the supplier to cease shipment of that pretested emulsified asphalt product. Further shipment of that pretested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency**.**

C. **Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T176	D2419	Sand Equivalent	65 Minimum
T104	C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
T96	C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
⅜ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still

remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

D. **Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

E. **Water:** Potable and free of harmful or deleterious materials.

F. **Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

III. Mix Design:

The Contractor shall submit to the County for approval a complete mix design with an aggregate source used on five (5) similar micro surfacing projects. The mix design shall be prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the County. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 Kg-cm Minimum 20 Kg-cm Minimum or Near Spin
TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft² Maximum (538 g/m² Maximum)
TB-114	Wet Stripping	Pass (90% Minimum)
TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum

The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesiometer Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)	5% Maximum 2.10% Maximum
TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.

COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

IV. Sampling and Testing:

The Engineer at their discretion shall obtain two samples of micro surfacing mixture for each day of production. The samples shall be obtained at different periods during the production day and the Engineer shall test each sample at the expense of the County in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of each sample. Evaporate all water from the sample prior to testing.

V. EXPERIENCE:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Micro Surfacing project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. EQUIPMENT:

A. **Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

   The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

   The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

B. **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

C. **Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

D. **Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

E. **Rut-Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1-½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

F. **Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the County requires) to perform the work.

G. **General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

   All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the **Contractor**.

VII. Construction:

A. **Test Strip:** A test strip 1000 feet long and the width of one lane shall be provided. The test must include all courses specified and must be constructed at the same time of day as the scheduled full scale production. The test strip will be evaluated for 24 hours after placement and will be subject to approval from the engineer before any further production. If unsatisfactory, the test strip shall be removed and another strip placed for evaluation at the contractor’s expense.

B. **Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

C. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

D. Site and Surface Preparation: The first step of surface preparation is to restore the pavement's structural integrity and functional performance characteristics through patching and crack sealing.

All pavement marking shall be removed, maintained, and compensated for in accordance to FDOT Standard Specification Section 102-5.8. Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. Utility inlets should be covered with heavy paper or roofing felt adhered to the surface of the inlet. The paper is removed once the micro-surfacing has sufficiently cured. In addition to covering the inlets, all starts, stops, and handwork on turnouts should be done on roofing felt to ensure sharp, uniform joints and edges. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

E. **Tack Coat:** Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd^2 (0.23 to 0.45 l/m^2). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

F. **Application:** A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd^2 (25 m^2) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m^2) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	20 - 24 lb/yd^2 (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	30 - 34 lb/yd^2 (+/- 2 lbs)
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	24 - 28 lb/yd^2 (+/- 2 lbs)
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	38 – 42 lb/ yd^2 (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd^2 (8.1 – 16.3 kg/m^2).

G. **Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm)

shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

H. **Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

I. **Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

J. **Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

K. **Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

L. **General Performance**:
Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

M. Traffic Control:
Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards and the current MUTCD. All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Warranty:

The Contractor shall provide the County upon final acceptance of the Microsurfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County. A maintenance bond is not required.

X. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Microsurfacing (Single application)	Square Yard
Microsurfacing (Double application),	Square Yard
Microsurfacing (Rut filling)	Ton

END OF SECTION PC-005

PC-006 SCRUB SEAL

I. Description

Scrub Seal shall consist of the application of a slow setting, anionic or cationic asphalt emulsion or specialty emulsions developed specifically for scrub sealing, followed by a cover aggregate. The emulsion may be polymer modified.

II. Materials

A. Asphalt Emulsions

The asphalt emulsions employed for Scrub Seals shall be slow to medium setting anionic or cationic SS-1, SS-1H, CSS-1H; ASTM specifications for anionic (SS) emulsions are listed in D977 and for cationic (CSS) emulsion in D2397. Suppliers of other specialty emulsions for Scrub Sealing must supply specifications for these emulsions. Asphalt emulsions may be modified with a polymer additive.

B. Cover Aggregates

Mineral Aggregates for scrub seal shall conform to **Table 1**.

Table 1: Scrub Seal Aggregate Gradation Limits

Sieve Size	Percent Passing	Tolerance
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	96	+3
No. 10 (2.0mm)	60	±20
No. 50 (300µm)	18	±12
No. 100 (150µm)	5	±5
No. 200 (74µm)	5	±3

Where washed aggregates are used, they must be 'surface dry' at the time of application. Moisture content shall not exceed 1.5% by weight of aggregate. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

A. Emulsion Distributor

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Emulsion Scrub Broom

Furnish an emulsion scrub broom assembly of similar design to Figures 1 or 2, or as approved by the Engineer, and having the following characteristics:

- Rigid frame construction
- Attached to, and pulled by, the Emulsion Distributor
- Of such weight that it does not squeegee the emulsion off the road surface
- Leading and trailing broom heads angled at 10 to 15 degrees of the centerline of the supporting member
- Stiff bristles with a minimum height of five inches
- Hinged wing assemblies or other means of adjusting the total broom width.
- Be attached to and pulled by the distributor truck.
- Have means to mechanically lift the scrub broom off of the roadway surface at intermediate points of completion and remain elevated during transit.

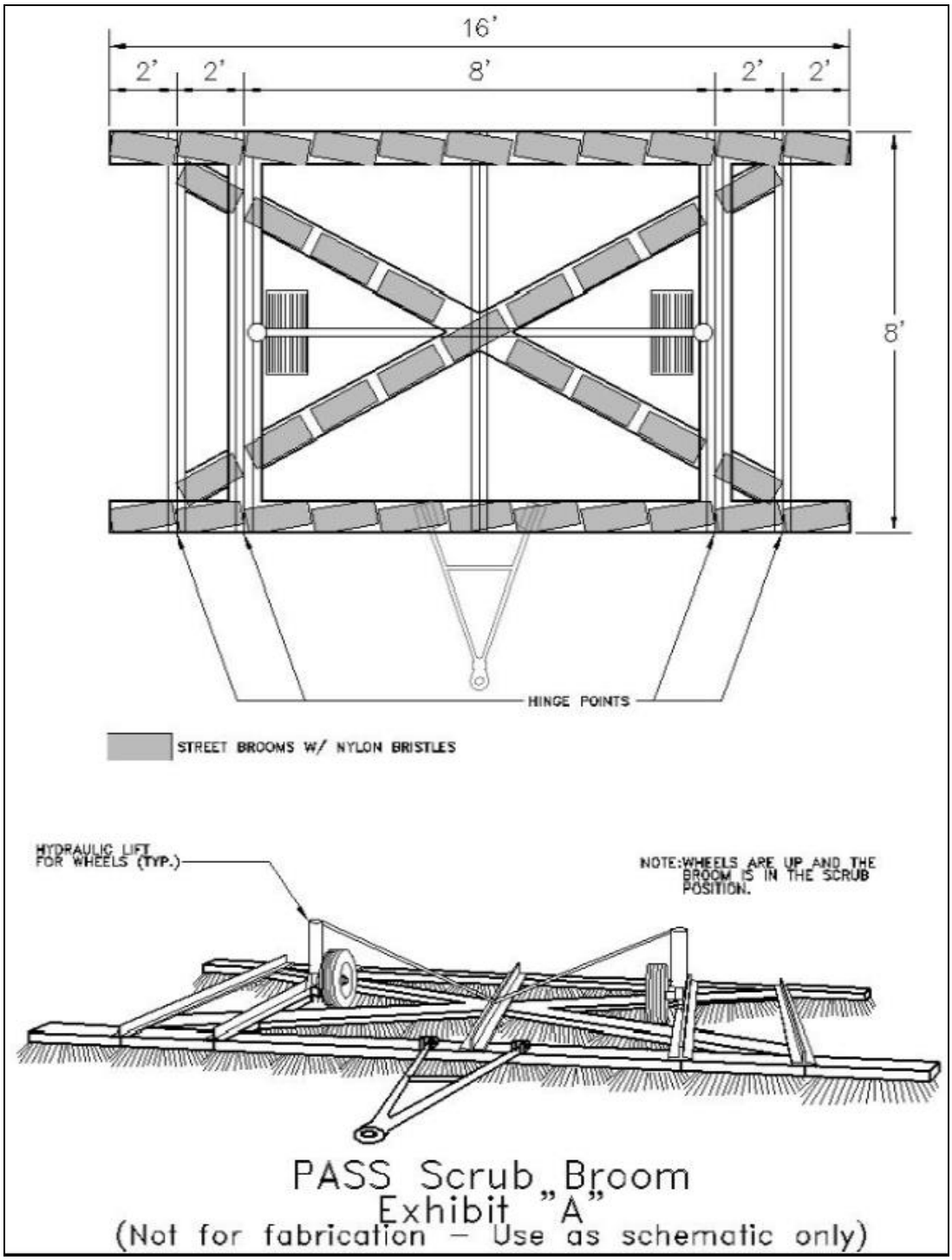


Figure 1: Typical Emulsion Scrub Broom Assembly

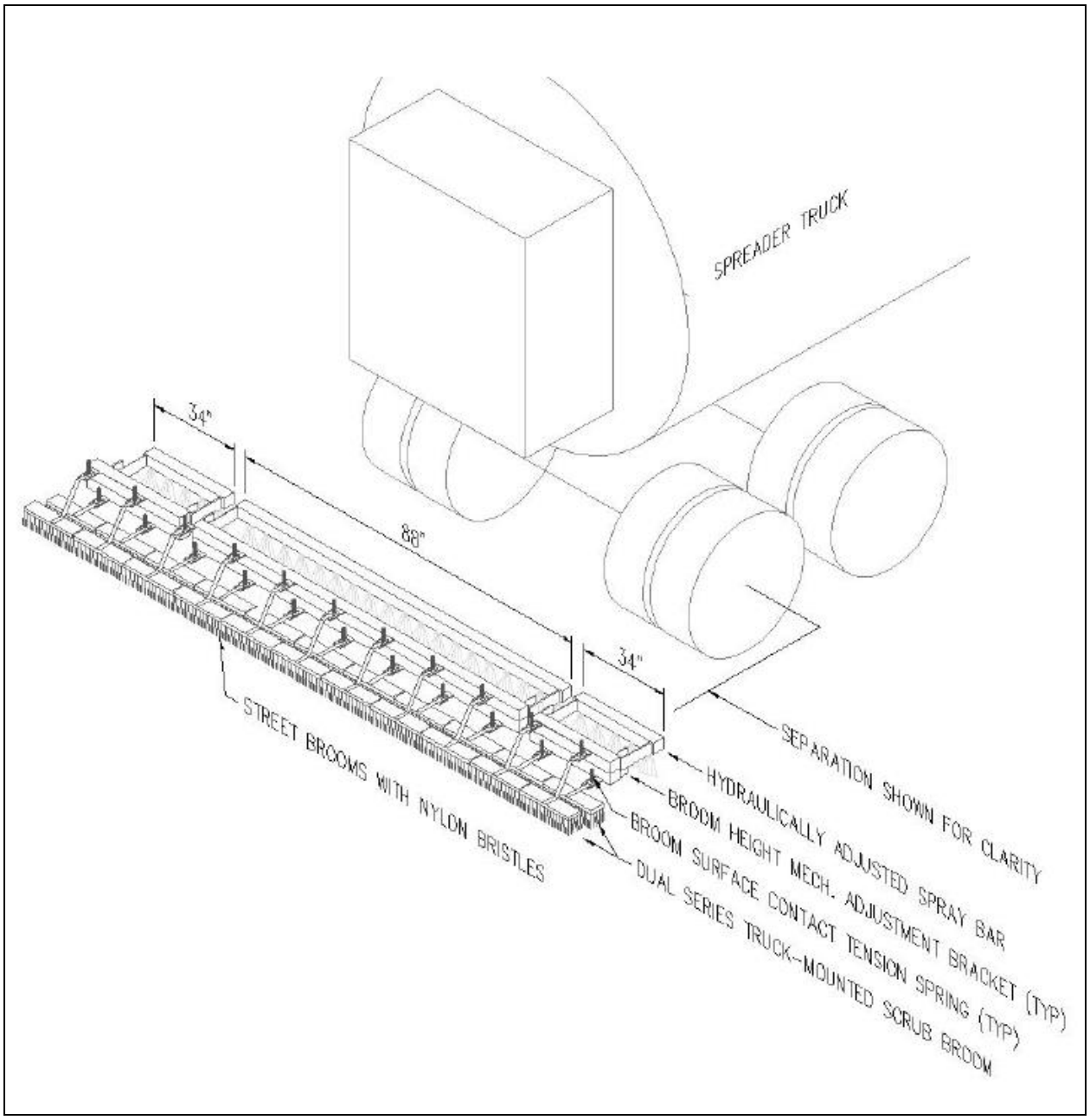


Figure 2: Truck Mounted Emulsion Scrub Broom Assembly

C. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

D. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires

such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

E. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

F. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor

IV. Experience

Bidders must submit a minimum of five Scrub Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction

A. Weather

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

B. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The

contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Field Verification

It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

D. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

E. Traffic

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the aggregate cover for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

F. Application of Asphalt Emulsion:

Asphalt emulsion shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

G. Scrubbing

Immediately following application, the asphalt emulsion shall be scrubbed into the existing pavement surface with a scrub broom conforming to Section III-B. Scrubbing shall fill cracks and voids, force the emulsion into the existing pavement surface, and distribute the emulsion uniformly over the roadway cross section.

H. Termination

Application of the emulsion shall be terminated on building paper or other similar material approved by the Engineer, spread over the entire application width. Bu9lding paper shall also be placed over the treated surface for a sufficient length at the beginning of a spread to avoid spraying existing pavement or previously placed screenings, and so that the nozzles are spreading properly when the uncovered surface is reached. The building paper shall then be removed and disposed of in a manner satisfactory to the Engineer.

I. Application of cover Aggregate:

Screenings shall be uniformly spread by the aggregate spreader immediately following the scrubbing. The spreading rate shall e from 18 to 30 pounds per square yard. The initial rate of spreading shall be 24 pounds per square yard. The Contractor may propose a different initial rate. The Contractor shall spread screenings on a 100-foot test strip as requested by the Engineer to verify and determine the initial rate of spreading. The spreading rate shall be adjusted up or down so that no bleeding occurs during rolling. The initial rate of spreading, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

The joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Operating the chip spreader at speeds which causes the chips to roll after striking the emulsion covered surface will not be permitted.

The transverse termination of screenings shall be complete and any excess screenings shall be removed from the surface prior to resuming operations.

Stockpiling of screenings prior to placing will be permitted where space allows, however, any contamination resulting during storage or from reloading operations will be cause for rejection.

Screenings shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Screenings shall be re-dampened in the haul trucks prior to delivery to the chip spreader when so directed by the Engineer.

The scrubbed pavement surface shall be covered with screenings before setting or "breaking' of the emulsion occurs.

After the screenings have been spread, piles, ridges, or uneven distribution shall be carefully removed to ensure against permanent ridges, bumps or depressions in the completed surface. Additional screenings shall be spread in whatever quantities may be required to prevent picking up by the rollers or traffic.

J. Rolling:

Initial rolling shall begin immediately behind the chip spreader and shall consist of one pass completely covering the screenings applied. Asphalt emulsion and screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be that necessary to seat the screenings and in no case shall be less than 2 passes.

K. Sweeping:

After rolling of the application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

VI. Finishing:

D. Flush Coat

Flush Coat shall consist of an application of a fog seal coat followed by a sand cover to the surface of the scrub seal coat.

Flush coat shall be applied at the discretion of the Engineer, immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

E. Fog Seal

Fog seal coat shall not be applied when the atmospheric temperature is below 40°F.

When surface treatment has set, a fog seal is to be applied at a rate of 0.03 to 0.06 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

F. Sand Cover

Sand cover shall be applied immediately following application of the fog seal coat. Sand shall be spread by a chip spreader at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. Spreading shall not vary more than 5 percent from the exact application rate.

G. Maintenance

Scrub seal coated surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of 4 consecutive calendar days, beginning on the day screenings are applied to the asphalt emulsion. Maintenance shall include sweeping and distribution of screenings over the surface to absorb any free emulsion, to cover any area deficient in cover material and to prevent formation of corrugations. Clean sand may be used in lieu of screenings to cover any excess emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted.

The surface shall be swept as often as necessary during the 4-day maintenance period to maintain the surface free of loose screenings. At the end of the fourth day, any excess screenings shall be removed from the paved area.

VII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Scrub Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to the Scrub Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Scrub Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Scrub Seal	Square Yard

END OF SECTION PC-006

PC-007 COLD-IN-PLACE RECYCLING (CIP)

I. Description

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

II. Materials:

A. *Asphalt Emulsion*

The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the *current FDOT Standard Specifications for Road and Bridge Construction, Section 916***.** At the request of the county, a representative from the asphalt emulsion supplier shall be available at the job site to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will monitor the project and make adjustments to the asphalt emulsion formulation as required.

B. *Cold Pulverized Material*

The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

STANDARD		***METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
2”	95	51 mm	95

C. *Portland Cement*

Portland Cement shall be type I or II and conform to the latest standard requirements f ASTM C150 and AASHTO M85, for the type specified.

III. Mixture Design:

A mix design(s) conducted by an independent, AASHTO Materials Reference Laboratory (AMRL) accredited laboratory using materials obtained directly from the project site, conforming to the requirements of this Technical Specification shall be submitted to the County at the Pre-Construction Conference. Based on RAP consistency throughout project limits, more than one mix design may be required. A traffic control plan may be required in accordance with TP-102 for collecting materials. Mix design formulations shall be conducted in accordance with the following guidelines:

A. *Mix Design Procedures*

1. **Sampling and Processing** - Prior to materials sampling in the roadway, obtain approval from the County. A traffic control plan may be required in accordance with TP-102 for collecting materials. Obtain 6" minimum inside diameter cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended that a minimum of one location be sampled for each 1000' in each lane. Additionally, samples should be taken where visual differences in the pavement are noticed. Immediately patch all core holes neatly with asphalt cold patch. Cores shall be cut in the laboratory to the depth specified for the CIR project. Cores shall be crushed in the laboratory.

The mix design shall be performed on this crushed sample. Gradation of the sample after crushing shall be determined by ASTM C117 and C136 (dried at no greater than 40°C). Samples shall be prepared with a sample splitter. An alternative method is to dry, screen and recombine the sample in the laboratory to target gradation.

2. **Mixing** - Calculate the amount of RAP required to produce a 61.0 mm to 66.0 mm (2.4 to 2.6 inch) tall specimen by determining the maximum specific gravity of the RAP in accordance with ASTM D2041.

Number of specimens: 4 per emulsion content for a total of 4 for long-term stability and 4 for moisture testing for the 3 emulsion contents. Two specimens are required for Rice specific gravity; test at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Recommended emulsion contents: 2.0%, 2.5%, 3.0%, 3.5%. Choose three emulsion contents that bracket the estimated recommended emulsion content.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR RAP millings thoroughly with water first, then mix with emulsion. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

3. **Compaction** - Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction. Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 100 mm mold at 1.25° angle, 600 kPa ram pressure, and 30 gyrations. The mold shall not be heated.

4. **Curing after compaction** - Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 60°C forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Care should be taken not to over-dry the specimens. Cure compacted specimens to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined here as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

5. **Measurements** - Determine bulk specific gravity (density) of each compacted (cured and cooled) specimen according to ASTM D2726.

Determine specimen heights according to ASTM D3549 or equivalent. Alternatively, the height can be obtained from the SGC readout.

Determine Rice (maximum theoretical) specific gravity, ASTM D2041, except as noted in Item 4 of this procedure, and do not break any agglomerates which will not easily reduce with a flexible spatula. Perform the supplemental dry-back procedure to adjust for uncoated particles.

Determine percent air voids in accordance with ASTM D3203 for each design emulsion content.

Determine corrected Marshall Stability by ASTM D1559 at 40°C after 2 hour temperature conditioning in a forced draft oven.

6. **Moisture Susceptibility** - Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent, soak in a 25°C water bath for 23 hours, followed by a one hour soak at 40°C. Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

7. **Emulsion Content Selection** - The properties of the specimens at design emulsion content shall meet the properties in Table 1.

8. **Report -** The report shall contain the following minimum information: Gradation of RAP; amount and gradation of virgin aggregate or additional RAP, if any; recommended water content range as a percentage of dry RAP; optimum emulsion content as a percentage of dry RAP and corresponding density; air void percentage; absorbed water percentage; Marshall Stability and Retained Stability at design moisture and emulsion contents; Raveling percentage; and Thermal Cracking initiation temperature. Include the mix design emulsion designation, supplier name, plant location, and emulsion testing results detailed in *Table 4*.

The mix design(s) shall meet the Mix Design Performance Criteria of ***Table 1*** and be approved by the County prior to construction.

9. **Other Additives:**

If necessary, additives may be used to meet the requirements in **Table 1.** In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

10. Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material:

If available, imported RAP material may be added at the discretion of the County Engineer if the RAP material meets the requirements in ***Table 2*****.** The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in this Technical Specification and when blended with the design millings, shall produce a product which meets the specifications given in ***Table 1***.

Table 1 – Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	Optimum Strength	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 -Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	5% retained on 2" seive

11. Additional Aggregate:

Based on the results of mix design testing or other requirements, the CIR contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in ***Table 1*****.** Any additional aggregate shall meet the criteria specified in ***Table 3*****,** and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in ***Table 1.***

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ max.imum

IV. Equipment:

Maintain all equipment in a satisfactory operating condition and in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100-2.* The Cold In-Place Recycling shall be conducted with the equipment specified herein.

A. *Milling Machine:*

A self-propelled, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

B. *Bituminous Paver:*

A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

C. *Rollers:*

All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg). Pneumatic rollers must have properly working scrapers and water spraying systems. At least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm). Double drum vibratory rollers must have properly working scrapers and water spraying systems.

V. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five CIR project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification

at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. Construction:

A. *Weather Limitations*

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 500 F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

B. *Removal of Vegetation:*

Grass, vegetation and other deleterious material shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

C. *Milling:*

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, radius returns, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities. The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

D. *Processing:*

When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more that 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material. The Contractor shall be required to waste material containing over-sized pieces of paving fabric as directed by the Engineer.

E. *Spreading:*

The material shall be spread using a self-propelled paver meeting the requirements under *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 320-5.* Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

F. *Compaction:*

Compaction of the recycled mix shall be completed using rollers meeting the requirements of the *2010 FDOT Standard Specifications for Road and Bridge Construction Section 330-10*. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

G. *Return of Traffic:*

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the contractor to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

H. *Protection and Damage:*

Protect the recycled pavement layer in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Prime and sand the recycled pavement layer prior to opening the roadway to traffic. Any damage to the completed Cold In Place Recycled bituminous material shall be repaired by the contractor prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the Engineer.

I. *Finished Recycled Pavement Layer Smoothness:*

The completed cold recycled pavement layer surface shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County.

Irregularities exceeding the specified limit shall be corrected at the expense of the contractor by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

VII. Quality Control

A. *Contractor Responsibility:*

The contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the contractor if similar laboratory samples tested by the contractor and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The contractor shall submit all documentation of field inspection and laboratory testing results required herein to the County Engineer prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

B. *Crushed RAP Material Sizing:*

A sample shall be obtained from the receiving hopper of the paver each ½ mile or as specified by engineer (0.8 km) and screened using a 2 in. (51mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

C. *Asphalt Emulsion:*

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in ***Table 4*****.** The County Engineer may require the contractor to obtain emulsion samples from each shipping trailer prior to unloading into the contractor's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		
**To be determined during CIR design phase prior to emulsion formulation and*		

manufacture for project. Penetration value range will be determined and submitted to the County Engineer for approval prior to project start

D. *Asphalt Emulsion Content and Yield:*

Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

E. *Water Content and Yield:*

Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

F. *Mixture Testing:*

At the discretion of the County Engineer and if the recycled pavement layer quality and workmanship seem suspect, the contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in ***Table 1*****.** If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in ***Table 1*****.** If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in ***Table 1***.

G. *Depth of Pulverization (Milling):*

The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

H. Compacted *Density*:

Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

I. *Cross-Slope and Smoothness:*

The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum 2 % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing **Depth of Milling Compacted Density Cross-Slope Smoothness	Table 1 Section 334-5.7 ASTM D2950 FM 5-509 FM 5-509	Table 1 Determined by Mix Design(s) 96 to 98% of target density Minimum 2% Maximum 0.5 in (12 mm) deviation from planeness
**Mixture Testing frequency shall be at the County Engineer's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

J. *Documentation*

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the project site to complete this item shall be given to the County upon delivery. Tickets shall be signed by an approved representative of the Contractor at the time of delivery.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cold-In-Place Recycled Bituminous Paving, and not specifically listed in another item in the Bid Form, shall be included in this item, including but not limited to Maintenance of Traffic as specified in TP-102.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. Prices shall be full compensation for the removal and processing of the existing pavement; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling and prime and sand for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cold-In-Place Recycled Bituminous Paving, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Cold-In-Place Recycled Bituminous Paving	Square Yard
Liquid Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
Added RAP or Aggregates for Mixing	Ton
Cement	Ton

END OF SECTION PC-007

PC-008-A FULL DEPTH RECLAMTION (FDR) WITH PORTLAND CEMENT

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, Portland cement and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, the introduction of cement additives, and other additives (if called for in the Mix Design). The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. RAP: Materials must meet all requirements specified in the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Portland Cement: Portland Cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85, for the type specified.

D. Water: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

E. Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of water and cement material into the mixture. The reclaiming machine shall mix the cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or

electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

E. Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (cement stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor’s equipment and if found deficient, it shall be the basis for rejection of Contractor’s bid.

V. Construction:

A. Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations: The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that

the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of cement needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer of record. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

D. Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

E. Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

F. Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The cement and water shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. Alternately, the cement may be introduced by means of a spreader bar with curtain on the cement distributor. Cement shall not be introduced by means of a spreader bar or hose from the cement delivery tanker. The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

G. Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

H. Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

I. Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

   At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material.

   The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

   When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

J. Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of cement into the mixture shall be included in the per TN cost for Cement. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the CY Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Cement, including all items of work described herein. No additional payment will be

provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Cement	Ton
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard

END OF SECTION PC-008-3

PC-008-B FULL DEPTH RECLAMATION WITH ASHPALT EMULSION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. **RAP:** Materials must meet all requirements specified in the 2015 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. **Additional Base Materials:** Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. **Asphalt Emulsion:** When asphalt emulsion treatment is specified, asphalt emulsion, type CSS-1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

D. **Portland Cement:** When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

E. **Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

F. **Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. **Road Reclaimer:** Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including

horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. **Motor Grader:** Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. **Rollers:** Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. **Additional equipment:** Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

E. **Cement Delivery Equipment:** A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final

surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the Engineer.

B. **Weather and Seasonal limitations:** The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen. A high ambient temperature (> 32ºC, 90ºF) increases the chance of breaking off large chunks ("slabbing") in front of the cutting machine.

A. **Mix Design:** Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

B. **Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

C. **Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

D. **Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

E. **Compaction:** Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

F. **Finishing:** Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

G. **Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

H. **Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county’s option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard
Cement	Ton

END OF SECTION PC-008-4

PC-009 BITUMINOUS FOG SEAL

I. Description

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

II. Materials:

A. **Bituminous Material:** Provide a CSS-1 or CSS-1h, bituminous material for fog seal, as specified in Fl/DOT 916-3.1. The temperature of the bituminous material at the time of application shall be above the minimum temperature of 120°F.

B. **Material Samples:**
The County will require the Contractor to sample and test the first load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion for every 10,000 gallons, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. **Distributer Tank:**
The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the bituminous fog seal uniformly on variable widths of surface at readily determined and controlled rates from 0.07 to 0.12 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

B. **Sand Truck:**
Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. **Self-Propelled Rotary Power Broom:**
The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

D. **Additional equipment:**
Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references in the State of Florida that have been completed within the past three years. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:**
The Contractor will be responsible for the string lining and lay out of the roadway prior to sealing.

B. **Weather and Seasonal limitations:**
The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 60 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 60°F. No construction is allowed in foggy weather.

C. **Resident Notification**
The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract

D. Field Verification
It is understood that all treatment activities will take place within the paved roadway surface. Prior to beginning work, the Contractor shall carefully examine the site of work

and adjoining properties. It shall be the Contractor's responsibility to ensure that the treatment and construction activities are confined to the paved roadway, taking the necessary precautions to protect the areas outside of the edge of pavement during construction from damages or contamination.

Should the construction activities or application of the surface treatment cause damages to the adjoining properties outside of the edge of pavement, the Contractor shall be responsible for restoring these areas to their original condition or better, at their expense.

E. **Site and Surface Preparation:**
The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

The fog seal material shall not be applied until an inspection of the street surface has been done by the Engineer and determined to be suitable.

F. **Application of bituminous material:**
Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The Contractor shall do a 100' test strip, applied between 0.07 to 0.12 gallons per square yard, diluted with potable water. A dilution rate of 50% (1:1 water to emulsion) is recommended. An application rate between 0.09 to 0.23 gallons per square yard may be used for open surfaces. The Engineer shall review the test strip and recommend application rate adjustments as needed.

G. **Progress of Work:**
All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Interim pavement markings can be placed after the fog seal has cured. Permanent pavement markings shall not be placed for three days after placing the fog seal.

When applying to a new chip seal surface, the bituminous chip seal shall be allowed to cure a minimum of 24 hours under dry conditions and temperatures above 60 degrees Fahrenheit.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Traffic Control:

The **Contractor** shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh seal until it has cured. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards' most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the fog seal for a minimum of two hours, or until the Engineer has determined it has cured.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Material for Fog Seal	Square Yard
Silica Sand	Square Yard

END OF SECTION PC-009

BID SHEET

The Bid Sheets for this bid are available on the web at http://www.polk-county.net/boccsite/doing-business/bids/. All Bid Sheets are in Excel format and **are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.**

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost in the same column. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets. Any notes you wish to make are to be made in the Remarks section below.

REMARKS: _____

_____

_____

_____

_____

VENDOR NAME

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
MAILING ADDRESS	NAME (TYPED OR PRINTED)
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER
E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

_____

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of_____)

County of_____)

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

_____

(Title)

My Commission Expires:_____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid No. 15-601.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

_____
Company Name

_____
Bidder (signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm_____

By_____

_____

Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public:_____

My Commission Expires:_____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 15-601 PROJECT NAME: Pavement Management Alternative Methods

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration


EXIT 46
SUNSET TER
GARY LN
SKYLINE DR
SUNSET LN
HIGHVIEW DR
MOSS DR
FEC RAILWAY
GRANDVIEW BLVD
MINDANAO RIVER DR
DIXIE CT
MC LEOD DR
BELLAIRE DR
BELMONT DR
CARLETON DR
MACFARLAND DR
CLAIREMONT DR
MERIDIAN AV
515
1
COQUINA DR
BROADVIEW DR
MICHIGAN AV
UNIVERSITY LN
COCOA LAKES DR
ST CLAIR DR
BERKSHIRE DR
BEVERLY RD
MANOR DR
N COCOA BLVD
CIRCLE DR

Sonja D. Hamilton-Suarez

From: Mattingly, Jeremy <JeremyMattingly@polk-county.net>
Sent: Tuesday, May 16, 2017 8:50 AM
To: Sonja D. Hamilton-Suarez
Subject: FW: 15-601
Attachments: Asphalt Paving Submittal (4).pdf; Bid 15-601 Bid Analysis.pdf; Bid 15-601 Annual Bid Page.pdf; Pavement Technology Submittal (5).pdf

This should be the information you requested. Please call or e-mail me with any questions. This information is also available on our website at www.polk-county.net.

Pavement Management Alternative Methods — Bid No. 15-601

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: 9/16/15

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

ASPHALT PAVING SYSTEMS, INC VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
9021 WIRE ROAD MAILING ADDRESS	ROBERT CAPOFERRI NAME (TYPED OR PRINTED)
ZEPHYRHILLS, FL 33540 CITY, STATE AND ZIP CODE	PRESIDENT TITLE (TYPED OR PRINTED)
(813) 788-0010 (AREA CODE) TELEPHONE NUMBER	N/A TOLL FREE NUMBER
ponderosamark@hotmail.com E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

Pavement Management Alternative Methods — Bid No. 15-601

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: 9/14/2015

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

Pavement Technology, Inc. VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
24144 Detroit Road MAILING ADDRESS	John J. Schlegel NAME (TYPED OR PRINTED)
Westlake, Ohio 44145 CITY, STATE AND ZIP CODE	Vice President TITLE (TYPED OR PRINTED)
(440) 892-1895 (AREA CODE) TELEPHONE NUMBER	(800) 333-6309 TOLL FREE NUMBER
jschlegel@pavetechinc.com E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

Thank you,

Jeremy Mattingly
Procurement Specialist
Polk County Procurement
863-534-6706 Phone

BID SHEET

The Bid Sheets for this bid are available on the web at http://www.polk-county.net/boccsite/doing-business/bids/. All Bid Sheets are in Excel format and **are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.**

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost in the same column. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets. Any notes you wish to make are to be made in the Remarks section below.

REMARKS: NOT BIDDING SHEETS PC-002 OR PC-002 ALT

ASPHALT PAVING SYSTEMS, INC
VENDOR NAME

BID SHEET

PC-003 CRACK SEALING

Item No.	Description	Unit	Unit Price
PC-003	**CRACK SEALING**		
	0 - 500	GAL	**20**
	501 - 1,000	GAL	**18**
	1,001 - 5,000	GAL	**16**
	5,001 AND OVER	GAL	**15**
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	500
	Work Order Total $50,001 - $100,000	LS	200
	Work Order Total $100,001 - $500,000	LS	200
	Work Order Total Over $500,000	LS	200
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $2,419.00**

ADDITIONAL PRICING FOR INFORMATION			
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET
PC-004 CHIP SEAL

Item No.	Description	Unit	Unit Price
PC-004-1	CHIP SEAL (SINGLE APPLICATION)		
	0 - 25,000	SY	2.8
	25,001 - 50,000	SY	2.39
	50,001 AND OVER	SY	2.26
PC-004-2	CHIP SEAL (DOUBLE APPLICATION)		
	0 - 25,000	SY	4.15
	25,001 - 50,000	SY	3.88
	50,001 AND OVER	SY	3.78
	50,001 AND OVER	SY	3.78
902-2	Silica Sand	SY	0.15
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	REFLECTIVE PAVEMENT MARKERS		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	PAINTED PAVEMENT MARKINGS		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	Thermoplastic Pavement Markings (711)		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	MOBILIZATION		
	Work Order Total $0.00 - $50,000	LS	2500
	Work Order Total $50,001 - $100,000	LS	2500
	Work Order Total $100,001 - $500,000	LS	2500
	Work Order Total Over $500,000	LS	2500
102-1	Maintenance of Traffice (MOT)		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $26,296.19**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

BID SHEET
PC-005 MICRO-SURFACING

Item No.	Description	Unit	Unit Price
PC-003	**CRACK SEALING**		
	0 - 500	GAL	**20**
	501 - 1,000	GAL	**18**
	1,001 - 5,000	GAL	**16**
	5,001 AND OVER	GAL	**15**
PC-005	**MICRO-SURFACCING**		
PC-005-1	SINGLE MICRO	SY	**2.25**
PC-005-2	DOUBLE MICRO	SY	**3.45**
PC-005-3	RUT FILLING	TON	**150**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	1500
	Work Order Total $50,001 - $100,000	LS	1500
	Work Order Total $100,001 - $500,000	LS	1500
	Work Order Total Over $500,000	LS	1500
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $22,497.70**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

Company Name ASPHALT PAVING SYSTEMS, INC

BID SHEET
PC-006 SCRUB SEAL

Item No.	Description	Unit	Unit Price
PC-006	**SCRUB SEAL**		
	0 - 25,000	SY	**3.65**
	25,001 - 50,000	SY	**3.25**
	50,001 AND OVER	SY	**3.15**
PC-009	**FOG SEAL**		
	0 - 25,000	SY	**0.55**
	25,001 - 50,000	SY	**0.4**
	50,001 AND OVER	SY	**0.35**
902-2	Silica Sand	SY	**0.15**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	2500
	Work Order Total $50,001 - $100,000	LS	2500
	Work Order Total $100,001 - $500,000	LS	2500
	Work Order Total Over $500,000	LS	2500
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $26,284.50**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

BID SHEET

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price
PC-001	**Milling from 0 to 1,000 Square Yards**		
PC-001-1	0" - 1"	Sq Yd	6
PC-001-2	1.01" - 2"	Sq Yd	8
PC-001-3	2.01" - 3"	Sq Yd	9
PC-001-4	3.01" -4"	Sq Yd	10
PC-001-5	greater than 4"	Sq Yd	11
	Milling from 1,001 to 5,000 Square Yards		
PC-001-6	0" - 1"	Sq Yd	4.75
PC-001-7	1.01" - 2"	Sq Yd	5.5
PC-001-8	2.01" - 3"	Sq Yd	6.25
PC-001-9	3.01" -4"	Sq Yd	6.5
PC-001-10	greater than 4"	Sq Yd	6.75
	Milling from 5,001 to 25,000 Square Yards		
PC-001-11	0" - 1"	Sq Yd	2.5
PC-001-12	1.01" - 2"	Sq Yd	3
PC-001-13	2.01" - 3"	Sq Yd	3.5
PC-001-14	3.01" -4"	Sq Yd	4
PC-001-15	greater than 4"	Sq Yd	4.5
	Milling over 25,000 Square Yards		
PC-001-16	0" - 1"	Sq Yd	1.75
PC-001-17	1.01" - 2"	Sq Yd	2.25
PC-001-18	2.01" - 3"	Sq Yd	2.75
PC-001-19	3.01" -4"	Sq Yd	3.25
PC-001-20	greater than 4"	Sq Yd	3.75
334	**Asphalt Types from 0 to 100 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	109
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	107
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	120
334	**Asphalt Types from 101 to 1,000 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	99
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	97
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	110
334	**Asphalt Types over 1,001 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	94
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	92
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	105
PC-007	**Cold-in-Place Recycling (CIP)**		
PC-007-1	Excavation for Widening or Unsuitable Material	CY	25
PC-007-2	Added RAP or Aggregate	Ton	18
	CIP from 0 to 25,000 Square Yards		
PC-007-3	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	7.25
PC-007-4	Asphalt Emulsion	Gal	2.45
	CIP from 25,001 to 50,000 Square Yards		
PC-007-5	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	5.75
PC-007-6	Asphalt Emulsion	Gal	2.45
	CIP over 50,000 Square Yards		
PC-007-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	4.95
PC-007-8	Asphalt Emulsion	Gal	2.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85

BID SHEET

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	7000
	Work Order Total $50,001 - $100,000	LS	7000
	Work Order Total $100,001 - $500,000	LS	7000
	Work Order Total Over $500,000	LS	7000
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $45,587.35**

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price
PC-001	**Milling from 0 to 1,000 Square Yards**		
PC-001-1	0" - 1"	Sq Yd	6
PC-001-2	1.01" - 2"	Sq Yd	8
PC-001-3	2.01" - 3"	Sq Yd	9
PC-001-4	3.01" -4"	Sq Yd	10
PC-001-5	greater than 4"	Sq Yd	11
	Milling from 1,001 to 5,000 Square Yards		
PC-001-6	0" - 1"	Sq Yd	4.75
PC-001-7	1.01" - 2"	Sq Yd	5.5
PC-001-8	2.01" - 3"	Sq Yd	6.25
PC-001-9	3.01" -4"	Sq Yd	6.5
PC-001-10	greater than 4"	Sq Yd	6.75
	Milling from 5,001 to 25,000 Square Yards		
PC-001-11	0" - 1"	Sq Yd	2.5
PC-001-12	1.01" - 2"	Sq Yd	3
PC-001-13	2.01" - 3"	Sq Yd	3.5
PC-001-14	3.01" -4"	Sq Yd	4
PC-001-15	greater than 4"	Sq Yd	4.5
	Milling over 25,000 Square Yards		
PC-001-16	0" - 1"	Sq Yd	1.75
PC-001-17	1.01" - 2"	Sq Yd	2.25
PC-001-18	2.01" - 3"	Sq Yd	2.75
PC-001-19	3.01" -4"	Sq Yd	3.25
PC-001-20	greater than 4"	Sq Yd	3.75
334	**Asphalt Types from 0 to 100 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	109
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	107
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	120
334	**Asphalt Types from 101 to 1,000 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	99
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	97
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	110
334	**Asphalt Types over 1,001 Tons**		
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	94
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	92
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	105
PC-008	**Full Depth Reclamation (FDR)**		
PC-008-1	Excavation for Widening or Unsuitable Material	CY	25
PC-008-2	Added RAP or Aggregate	Ton	18
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards		
PC-008-3	Pulverization	Sq Yd	7.1
PC-008-4	Cement - Cement Treatment	Ton	145
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-6	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards		
PC-008-7	Pulverization	Sq Yd	5.5
PC-008-8	Cement - Cement Treatment	Ton	145
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-10	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	Full Depth Reclamation (FDR) over 50,000 Square Yards		
PC-008-11	Pulverization	Sq Yd	4.5
PC-008-12	Cement - Cement Treatment	Ton	145
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	6
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.45
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75

BID SHEET

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	7000
	Work Order Total $50,001 - $100,000	LS	7000
	Work Order Total $100,001 - $500,000	LS	7000
	Work Order Total Over $500,000	LS	7000
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $46,039.50**

ASPHALT PAVING SYSTEMS, INC

Company Name

BID SHEET
PC-009 FOG SEAL

Item No.	Description	Unit	Unit Price
PC-009	**FOG SEAL**		
	0 - 25,000	SY	**0.55**
	25,001 - 50,000	SY	**0.4**
	50,001 AND OVER	SY	**0.35**
902-2	Silica Sand	SY	**0.15**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**		
PC-011-1	REMOVAL BY WATER BLASTING	SF	1
PC-011-2	REMOVAL BY GRINDING	SF	0.5
PC-012	**REFLECTIVE PAVEMENT MARKERS**		
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5
710	**PAINTED PAVEMENT MARKINGS**		
11-111	Standard, White, Solid 6"	NM	1585
11-122	Standard, White, Solid 8"	LF	0.5
11-123	Standard, White, Solid 12"	LF	1.5
11-124	Standard, White, Solid 18"	LF	2.25
11-125	Standard, White, Solid 24"	LF	3
11-131	Standard, White Skip 6"	GM	530
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
11-160	Standard, White, Message	EA	50
11-170	Standard, White, Arrows	EA	25
11-180	Standard, White, Yield Line	LF	5
11-211	Standard, Yellow, Solid 6"	NM	1585
11-222	Standard, Yellow, Solid 8"	LF	0.5
11-223	Standard, Yellow, Solid 12"	LF	1.5
11-224	Standard, Yellow, Solid 18"	LF	2.25
11-225	Standard, Yellow, Solid 24"	LF	3
11-231	Standard, Yellow, Skip 6"	GM	675
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5
711	**Thermoplastic Pavement Markings (711)**		
11-111	Thermo, Standard, White, Solid 6"	NM	4000
11-122	Thermo, Standard, White, Solid 8"	LF	1.2
11-123	Thermo, Standard, White, Solid 12"	LF	2.5
11-124	Thermo, Standard, White, Solid 18"	LF	3.75
11-125	Thermo, Standard, White, Solid 24"	LF	5
11-131	Thermo, Standard, White Skip 6"	GM	1125
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
11-160	Thermo, Standard, White, Message	EA	190
11-170	Thermo, Standard, White, Arrows	EA	60
11-180	Thermo, Standard, White, Yield Line	LF	8
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1
101-1	**MOBILIZATION**		
	Work Order Total $0.00 - $50,000	LS	200
	Work Order Total $50,001 - $100,000	LS	200
	Work Order Total $100,001 - $500,000	LS	200
	Work Order Total Over $500,000	LS	200
102-1	**Maintenance of Traffice (MOT)**		
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250

BASIS FOR AWARD **TOTAL BID: $17,074.45**

ADDITIONAL PRICING FOR INFORMATION			
	SHOULDER AND ROADSIDE		
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25
577-70	SHOULDER REWORK	SY	1.75
104-13-1	SILT FENCE TYPE III	LF	0.85
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200

ASPHALT PAVING SYSTEMS, INC
Company Name

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: 9/16/15

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

ASPHALT PAVING SYSTEMS, INC VENDOR NAME	 AUTHORIZED SIGNATURE (MANUAL)
9021 WIRE ROAD MAILING ADDRESS	ROBERT CAPOFERRI NAME (TYPED OR PRINTED)
ZEPHYRHILLS, FL 33540 CITY. STATE AND ZIP CODE	PRESIDENT TITLE (TYPED OR PRINTED)
(813) 788-0010 (AREA CODE) TELEPHONE NUMBER	N/A TOLL FREE NUMBER

ponderosamark@hotmail.com
E-MAIL ADDRESS

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

Date: August 21, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
Bid No. 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the solicitation document(s) for this work. This Addendum is a part of the solicitation document(s) and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The Procurement and Transportation Division will conduct **a pre-bid conference to be held Thursday, August 27, 2015, 12:30 p.m.** in the Procurement Division conference room, located at 330 W. Church St, Room 150, Bartow, FL 3830.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: [signature]

Printed Name: MARK ROHRBACH

Title: ESTIMATOR

Company: ASPHALT PAVING SYSTEMS, INC

Date: September 1, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
Bid No. 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the solicitation document(s) for this work. This Addendum is a part of the solicitation document(s) and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The question deadline has been extended one (1) week. The **revised** Question deadline is Tuesday, September 8, 2015 by 4:00 p.m.

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, September 16, 2015, prior to 2:00 p.m.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: _____

Printed Name: MARK ROHRBACH

Title: ESTIMATOR

Company: ASPHALT PAVING SYSTEMS, INC

Date: September 3, 2015

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 15-601
Pavement Management Alternative Methods

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

The bid document and bid submittal sheets has been modified significantly and included in this addendum; responses to questions received are included also.

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist
Procurement Division

This Addendum sheet must be signed and faxed to the Procurement Division at 863-534-6789.

Signature: _____

Printed Name: MARK ROHRBACH

Title: ESTIMATOR

Company: ASPHALT PAVING SYSTEMS INC

REFERENCES/EXPERIENCE - Below is a very abbreviated list of experience on Recycle, Reclaim, Micro, and Chip Seal projects for Asphalt Paving Systems in the last three years. We have been performing this type of work for well over fifteen years. We are providing a short list. A more detailed list can be provided. Many of our employees have experience in all of these processes going back fifteen to twenty years.

RECYCLE - CIR

Orange County, FL
City of Tampa
Hendry County, FL
St Johns County, FL
City of Kissimmee
City of Tallahassee
St Lucie County, FL
Bay County, FL
Nassau County, FL
City of Lady Lake

RECLAIM - FDR

St Lucie County, FL
City of Port St Lucie
City of West Palm Beach
City of Tamarac
Manatee County, FL
Charlotte County, FL
Pasco County, FL
Hernando County, FL
Marion County, FL
Nassau County, FL
Jackson County, FL
City of Tampa
City of Largo
City of Dunedin

MICRO-SURFACING

City of Lakeland
Lake County, FL
Sumter County, FL
Citrus County, FL
Volusia County, FL
City of Zephyrhills
City of Tampa
Manatee County
Marion County, FL
City of Ft Lauderdale
City of Jacksonville
St Lucie County, FL
Okaloosa County, FL
City of Dania Beach
City of Cocoa Beach
City of Sarasota
City of Largo
City of Indian Rocks
City of Mount Dora
Nassau County
City of Tallahassee

CHIP SEAL / FOG SEAL

Nassau County,FL
St Lucie County, FL
Glades County, FL
Osceola County, FL
Manatee County, FL
St Johns County, FL
Okaloosa County, FL
Jackson County, FL
Marion County, FL
Volusia County, FL

CRACK SEAL

City of Tampa
City of Ft Lauderdale
Sumter County, FL
Lake County, FL
City of Lady Lake
Volusia County, FL
Okaloosa County, FL
City of Ft Lauderdale
City of Stuart
City of Jacksonville
Volusia County, FL
City of Largo
City of Seminole
City of Zephyrhills

Asphalt Paving Systems, Inc.

Key Personnel: CIPR, Micro, Chip & Full Depth Reclamation Experience

Individual's Name	Title	Years Experience	Primary Office
Robert Capoferri	CEO	30	Florida
Kenneth Messina	Operations Manager	25	Florida & New Jersey
Robert Bevilacqua	Project Manager	30	Florida & New Jersey
Tom Donald	FL Operations Manager	28	Florida
Mark Rohrbach	Project Manager	15	Florida
Dennis Williams	Superintendent	25	Florida
Leon Rubba	Equipment Operator	10	Florida
Jeff Daunoras	Grader Operator	25	Florida
Dan Conner	Pulverizer Operator	15	Florida & New Jersey
Francisco Alvarado	Laborer	4	Florida
Jacob Stockwell	Foreman	10	Florida
Mike Mobley	Laborer	7	Florida
Ron Maccarella	Laborer	15	Florida & New Jersey

ASPHALT PAVING SYSTEMS
P.O. Box 530 • Hammonton NJ 08037
Phone (609) 561-4161 • Fax (609) 561-0920

Equipment List

Quantity	Make	Year	Model	Description
3	Bergkamp			Mobil Mix Paver
1	Bergkamp	1993		Mobil Mix Paver
3	Bergkamp	1996		Mobil Mix Paver
1	Bergkamp	1999		M-1 Paver
4	Bergkamp (13 CY)	1999		Mobile Support Trucks
4	Bergkamp (21 CY)	1999		Mobile Support Trailers
2	Ford	1999	F350	Stake Body
2	Ford	2001	F350	Utility Body
4	Ford	2001	F350	Crew Cabs
1	Athey Mobil	2007		Broom
2	CAT	1996	PS-130	Rubber Tire Roller
2	CAT	2004	PS-360	Rubber Tire Roller
1	CAT	2004	938	Loader
1	CAT	2004	938	Loader
1	CAT	1998	926	Loader
2	Etnyre	1998	Series 6000	Bulk Tanker
4	Fruehauf	1992	6000 gal	Bulk Tanker
3	Heil	1991	6500	Bulk Tanker
2	Etnyre	1990	6000	Bulk Tanker
1	Etnyre	2000	Centenial (1000)	Oil Distributor
2	Etnyre	1998	Black Topper (2000)	Oil Distributor
1	Etnyre	2007	Model 4WD (K-6002)	Chipper (10-20')

ASPHALT PAVING SYSTEMS
P.O. Box 530 • Hammonton NJ 08037
Phone (609) 561-4161 • Fax (609) 561-0920

EQUIPMENT LIST

Quantity	Make	Year	Model	Description
1	Roadtec	2000	RX68B	Road Profiler / Recycler
1	Roadtec	1998	RX68B	Road Profiler / Recycler
2	Wirtgen	1998	WR2500	Road Reclaimer / Recycler
1	Wirtgen	2005	W600	Cold Planer
1	Bartmill	1999	300BT	Cold Planer
1	Caterpillar	2007	D5	Dozer
1	Caterpillar	1999	12G	Grader
2	Caterpillar	2003	140H	Grader
1	Caterpillar	1997	950F	Rubber Tire Loader
3	Caterpillar	2005	938G	Rubber Tire Loader
2	Caterpillar	1994	936F	Rubber Tire Loader
1	Caterpillar	2000	325BL	Hydraulic Excavator
7	Caterpillar	2004	416B	Backhoe
2	Caterpillar	2006	426B	Backhoe
1	Roadtec	1999	RP180	Paver
1	Roadtec	2000	RP185	Paver
1	Caterpillar	1999	634C	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	1995	214C	Asphalt Roller
2	Caterpillar	1997	224C	Asphalt Roller
1	Ingersol Rand	1997	DD110	Asphalt Roller
2	Dresser	1998	712	Roller
1	Dresser	1998	512	Roller
1	Caterpillar	2007	563C	Roller
1	Caterpillar	1998	433C	Roller
1	Etnyre	1998		Distributor
2	Etnyre	2004		Distributor
10	Ford	2007	F9000	Triaxle Dump Truck
1	Ford	2006	F9000	Triaxle Dump Truck
1	Ford	2005	F9000	Tandem Dump Truck
2	Ford	2008	F9000	Tractor
2	Ford	2008	F9000	Tractor
2	Ford	2004	F9000	Tractor
3	Ford	1999	F8000	Water Truck
5	Talbert			Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	1999	2TE4DHL	Sweeper
2	Bobcat	1998	853C	Cold Planer
4	Caterpillar	1996	PS180	Rubber Tire Roller
1	Dynapac	1999	CP271	Rubber Tire Roller
1	Caterpillar	2005	PS360	Rubber Tire Roller
1	Ford	1987	F-900	Cement Truck

Listing of Prequalified Contractors

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755009 EXPIRES: 6/30/2016	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES	
DRAINAGE	FLEXIBLE PAVING
GRADING	HOT PLANT-MIXED BITUM. COURSES

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that ASPHALT PAVING SYSTEMS, INC does:
(Name of Business)

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

ROBERT CAPOFERRI, PRESIDENT
Bidder's Signature

9/16/15
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of FLORIDA)

County of PASCO)

ROBERT CAPOFERRI, being first duly sworn, deposes and says that:

1. He/she is PRESIDENT of ASPHALT PAVING SYSTEMS, INC, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____
ROBERT CAPOFERRI

Title: PRESIDENT

Subscribed and sworn to before me this 16TH day of SEPTEMBER, 2015

(Title) MARK S ROHRBACH
EE 139016

My Commission Expires: 10/17/2015

MARK S ROHRBACH
MY COMMISSION # EE139016
EXPIRES October 17, 2015
(407) 398-0153 FloridaNotaryService.com

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid No. 15-601.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

ASPHALT PAVING SYSTEMS, INC
Company Name

Bidder (signature)

ROBERT CAPOFERRI, PRESIDENT

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 16TH day of SEPTEMBER 20 15

Name of Firm ASPHALT PAVING SYSTEMS, INC

By ROBERT CAPOFERRI

PRESIDENT

Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This 16TH day of SEPTEMBER 20 15

Notary Public:

My Commission Expires: 10/17/2015

MARK S ROHRBACH
MY COMMISSION # EE139016
EXPIRES October 17, 2015
(407) 398-0153 FloridaNotaryService.com

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 15-601 PROJECT NAME: Pavement Management Alternative Methods

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ASPHALT PAVING SYSTEMS, INC

Signature ROBERT CAPOFERRI	PRESIDENT	9/16/15
	Title	Date

STATE OF: FLORIDA
COUNTY OF: PASCO

The foregoing instrument was signed and acknowledged before me this 16TH day of SEPTEMBER, 20 15, by ROBERT CAPOFERRI who has produced
(Print or Type Name)

FL DRIVER'S LICENSE as identification.
(Type of Identification and Number)

Notary Public Signature

MARK S ROHRBACH
Printed Name of Notary Public

EE 139016 / 10/17/2015
Notary Commission Number/Expiration

MARK S ROHRBACH
MY COMMISSION # EE139016
EXPIRES October 17, 2015
(407) 398-0153 FloridaNotaryService.com

Legislation Details (With Text)

File #:	17-237	**Version:**	2	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	5/12/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve the ranking for Systems Administration, Network Architecture and Security, Wireless Network Support, Storage and Backups, Virtualization Support, Application/Database Development and Support, Audio/Visual Support, Desktop Support, Physical Security, and Structured Cabling; Authorize the City Manager to negotiate hourly rates and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-17-08-COC (Professional Information Technology Services on an As-Needed Basis). (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Q-17-08-COC Final MEMO Selection Committee Matrices Overall Scoring Chart Q-17-08-COC Tabulation Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2017
Agenda Date: May 23, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve the ranking for Systems Administration, Network Architecture and Security, Wireless Network Support, Storage and Backups, Virtualization Support, Application/Database Development and Support, Audio/Visual Support, Desktop Support, Physical Security, and Structured Cabling; Authorize the City Manager to negotiate hourly rates and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-17-08-COC (Professional Information Technology Services on an As-Needed Basis).

BACKGROUND:

Currently, the City piggybacks off competitively bid CSA agreements of other municipalities that may or may not have terms favorable to the needs of the City of Cocoa. The Information Technology Division staff has prepared Requests for Qualifications for various areas of anticipated future work. The selection of qualified consultants is based on a Qualifications-based process. The RFQ Review Committee, consisting of five members from the Information Technology Division, scored consultant submittals in a standardized process. The three top-ranked firms in each category are recommended for consideration for future CSA contracts.

Submittals for Professional Information Technology Services on an As-Needed Basis in response to Request for Qualifications RFQ# Q-17-08-COC were received. The Committee ranked written submittals and made selections for approval. Rankings are attached to the agenda. Staff requests Council approval of the top consultant chosen for RFQ# Q-17-08-COC.

Systems Administration

- Morse Communications
- Advanced Systems Solutions Inc.
- Artemis

Network Architecture and Security

- Empire Computing and Consulting
- Morse Communications
- Advanced Systems Solutions Inc.

Wireless Network Support

- Empire Computing and Consulting
- Morse Communications
- Advanced Systems Solutions Inc.

Storage and Backups

- Morse Communications
- Advanced Systems Solutions Inc.
- Artemis

Virtualization Support

- Morse Communications
- Advanced Systems Solutions Inc.
- Artemis

Application/Database Development and Support

- Saalex Solutions, Inc.
- RADGov
- IM Solutions, Inc.

Audio/Visual Support

- Saalex Solutions, Inc.
- IM Solutions, Inc.
- Electric Picture

Desktop Support

- Saalex Solutions, Inc.
- Advanced Systems Solutions, Inc.
- Artemis

Physical Security

- Morse Communications
- IM Solutions, Inc.
- MC2, Inc.

Structured Cabling

- Morse Communications
- Saalex Solutions, Inc.
- MC2, Inc.

Staff requests Council approval to authorize the City Manager to negotiate the hourly rates and to execute Continuing Services Agreements with the firms listed above. The agreements will be for three (3) years with two (2), one (1) year renewal options. There is no budgetary impact at this time. Task Orders for planned and budgeted projects will proceed once the City Manager has executed the contracts. Future Task Orders with costs that exceed the City Manager's signing authority will be presented for council action.

STRATEGIC PLAN CONNECTION:

Continuing Services Agreements with qualified firms to provide professional information technology services on an as-needed basis will reduce time needed to begin and complete future technology related projects. These projects will improve the city's effectiveness and responsiveness to its residents and business partners. The negotiated hourly rates will allow the city to control long term costs consistent with the fiscal sustainability strategic issue.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the ranking for Systems Administration, Network Architecture and Security, Wireless Network Support, Storage and Backups, Virtualization Support, Application/Database Development and Support, Audio/Visual Support, Desktop Support, Physical Security, and Structured Cabling; Authorize the City Manager to negotiate hourly rates and execute Continuing Services Agreements with selected firms in response to Request for Qualifications RFQ# Q-17-08-COC (Professional Information Technology Services on an As-Needed Basis).

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

To: Robert Beach, Chief Technology Officer/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 4/24/17

Re: **Bid #Q-17-08-COC, Professional Information Technology Services on an As-Needed Basis**

Bids for the subject offering were opened on April 20, 2017 at 4:30 p.m. Purchasing sent out four hundred thirty-six (436) invitations and notifications to bid/propose and received ten (10) responses from fifty-seven (57) plan holders.

A publically noticed Selection Committee meeting has been tentatively set for April 28, 2017 at 10:00 a.m.

I have enclosed copies of all proposals for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

Selection Committee

for RFQ Q-17-08-COC April 28, 2017 at 10:00am

Committee Members: Rob Beach, Mitch Lawyer, Dave Proth, Rich Turner, Chris Perry
Facilitator/Non-voting Member: Sonja Hamilton-Suarez

Overall Score and Qualifications According to Disciplines

Highlight indicates recommendation to City Council

	Empire	Morse	Saalex	Radgov	Magellan	Advanced	IM Solutions	MC2	Elec Pic	Artemis
Overall Score	443	445	376	331	323	420	441	437	445	414
System Admin.		X		X	X	X				X
Network Architecture & Security	X	X	X	X	X	X				X
Wireless Network Support	X	X	X		X	X				X
Storage & Backups		X	X		X	X				X
Virtualization Support	X	X	X		X	X				X
Application/Database Development & Support			X	X		X	X			
Audio/Visual Support			X			X	X		X	
Desktop Support			X	X		X				X
Physical Security		X	X				X	X		
Structured Cabling		X	X			X		X		X

Selection Committee Members' Individual & Overall Scores According to RFQ Scoring Criteria

	Rob	Mitch	Dave	Rich	Chris	Total
Empire	88	82	77	93	93	433
Morse	92	86	84	91	92	445
Saalex	84	79	49	81	83	376
Radgov	73	68	40	75	75	331
Magellan	70	63	35	85	70	323
Advanced	87	87	68	90	88	420
IM Solutions	89	91	77	92	92	441
MC2	86	93	77	90	91	437
Electric Pic	88	97	77	92	91	445
Artemis	81	79	77	85	92	414

https://cocoa.legistar.com/View.ashx?M=F&ID=5169839&GUID=D96A2066-9A56-4009-9362-9A5BF93691BA

	Rob	Mitch	Dave	Rich	Chris	Total
1 EMPIRE	88	82	77	93	93	433
2 MORSE	92	86	84	91	92	445
3 Saalex	84	79	49	81	83	376
4 RADGov.	73	68	40	75	75	331
5 Magellan	70	63	35	85	70	323
6 Advanced	87	87	68	90	88	420
7 IM	89	91	77	92	92	441
8 MC^2	86	93	77	90	91	437
9 Elec. Pic.	88	91	77	92	91	445
10 ARTEMIS	81	79	77	85	92	414

https://cocoa.legistar.com/View.ashx?M=F&ID=5169839&GUID=D96A2066-9A56-4009-9362-9A5BF93691BA (1 of 2) [5/10/2017 8:01:53 AM]



CITY OF COCOA

PROPOSAL SUBMISSION SHEET

OPENING DATE: Thursday, April 20, 2017

BID NUMBER: Q-17-08-COC PROFESSIONAL IT SERVICES on an As-needed Basis

VENDOR	one (1) Original & seven (7) (including one (1) electronic)	Title Page SIGNED	Cover Letter	Table of Contents	Executive Summary (<or=5 pgs)	General Info (<or=2 pgs)	Summary of qualifications (<or=20 pgs)	Resumes & Attachments	Section VI. References (3)	addenda, questionnaires,	COI	Section VII. Affidafit of Other Mandatory	Scrutinized Company Certification	Certification Debarment, Suspension SIGNED
Empire Computing & Consulting Inc. 120 N. Fredrick Ave. Daytona Beach, FL 32114	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Morse Communications 395 East Drive Melbourne, FL 32904	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Saalex Solutions Inc. 1006 Pathfinder Way Rockledge, FL 32955	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
RADgov Inc. 107 B-1 Corporate Blvd. South Planfield, NJ 07080	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y
Magellan-Advisors 450 Alton Road Miami Beach, FL 33139	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y
Advanced Systems Solutions Inc. 424 E. Central Blvd #109 Orlando, FL 32801	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y
IM Solutions 2801 S. Harbour City Blvd Melbourne, FL 32901	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	N
MC2 Inc. 2290 West Airport Blvd Sanford, FL 32771	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Electric Picture Display Systems 6425 Anderson Way Melbourne, FL 32940	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	Y
Artemis 1427 Aurora Road Melbourne, FL 32935	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y

Legislation Details (With Text)

File #:	17-154	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	4/5/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; Authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and Authorize the Mayor to sign all subsequent certifications and agreements. (Acting Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Hearing Ad for May 9, 2017a 1 FY2017-2018 Action Plan cover 2 SF424 2017 3 FY17-18 Action Plan 4 Appendix Consolidated Plan Certifications 5 Appendix Maps				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2017
Agenda Date: May 23, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $169,584 in Community Development Block Grant (CDBG) funds and $72,045 in HOME grant funds for Fiscal Year 2017/2018 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities

principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2017 and September 30, 2018.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period on March 28, 2017. The 30 day public comment period began March 31, 2017 and ends on May 2, 2017. To date no comments have been received.

Projects were advertised with the approximate funding amounts of $169,584 for CDBG and $72,045 for HOME in accordance to Council's approved recommendations on March 14, 2017 in order to meet the submission deadline to Brevard County. However, the City has NOT received the final grant allocations for CDBG and for HOME and funding amounts may be increased or decreased upon final grant award.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2017/2018

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 6,943
Central Brevard Sharing Center (*community kitchen)*	$ 6,940
Early Learning Coalition of Brevard *(subsidized child care)*	$ 6,554
Salvation Army (domestic violence shelter meals)	$ 5,000
HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:	
City-Code Enforcement Initiated Demolitions	$ 20,000
Housing Rehabilitation	$ 90,231
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 32,916
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$169,584**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2017/2018

Housing: CHDO/Housing Activity	$ 66,282
HOME Administration and Operational funds	$ 5,763
TOTAL HOME FUNDS:	**$ 72,045**

Staff is requesting Council hold the second and final public hearing on the proposed FY2017/2018 Action Plan for submission to HUD upon final grant award allocation and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budget impact in FY2016/2017

PREVIOUS ACTION:

Held Public Hearing on March 14, 2017, to obtain the views of citizens on housing and community development needs; approved recommendations on FY 2017/2018 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and authorize the Mayor to sign all subsequent certifications and agreements.

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A Daily Publication By:

FLORIDA TODAY

FLORIDATODAY.com

A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) of:

03/28/17

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 28th of March 2017, by Kim Curro who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: $255.82
Ad No: 0002026944
Customer No: BRE-6CI200

RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

AD#2026944

CORRECTED NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2017/2018 CDBG & HOME ACTION PLAN
PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $169,584 in Community Development Block Grant (CDBG) Entitlement funds and $72,045 in HOME investment Partnership funds for Program Year 2017-2018. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 9, 2017 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2017-2018 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2017-2018

PUBLIC SERVICES:	
Community Services Council (meals on wheels & seniors at lunch)	$ 6,943
Central Brevard Sharing Center (community kitchen)	$ 6,940
Early Learning Coalition of Brevard (subsidized child care)	$ 6,554
Salvation Army (meals in domestic violence shelter)	$ 5,000
HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:	
Housing Rehabilitation Program	$ 90,231
Community Services-Clearance (code enforcement initiated demolitions)	$ 20,000
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 32,916
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS	**$169,584**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2017-2018

HOUSING: CHDO/Housing Activity	$ 66,282
HOME Administration and Operational funds	$ 5,763
TOTAL HOME FUNDS	$ 72,045

Copies of the City of Cocoa's 2017/2018 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS will be available at City Hall, Community Services Office, 65 Stone Street and at the Central Brevard County Library, at 308 Forest Avenue, Cocoa, Florida as of March 31, 2017. All citizens are invited and encouraged to make oral or written comments beginning March 31, 2017 through May 2, 2017 and to attend the final public hearing on May 9, 2017. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ellen Heuser at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing scheduled for Tuesday, May 9, 2017.

FY 2017/2018 ACTION PLAN



Regina Myra Subdivision



Habitat for Humanity Home Dedication

Prepared by the:
City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8520

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5142629&GUID=5670E8DB-C876-48FE-8CAB-26819B22928D* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa, in conjunction with the other members of the Brevard County HOME Consortium, worked collaboratively with the community to develop a unified vision. This resulted in the development of a five-year Consolidated Plan for fiscal years 2016/2020. The Plan includes goals and priorities, which shape various housing, public services, and community development programs into effective, coordinated neighborhood and community development strategies. It sets the standard for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan.

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through an interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME Investment Partnership funds. Brevard County is the lead agency of the HOME Consortium; therefore, the City's Action Plan shall be submitted to HUD by Brevard County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Specific objectives identified in the Consolidated Plan and the City of Cocoa's Five-Year Strategic Plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- ***Housing:*** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed-income rental units city-wide; providing home ownership opportunities for those wishing to own their own home; providing services to educate home buyers regarding the mortgage process; enabling homeowners through education and counseling to retain their home; and demolishing homes that are substandard and unfit for human habitation.

- ***Homeless:*** Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions; establishing facilities for substance abusers, mentally ill, dually diagnosed, and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.
- ***Special Needs*****:** Objectives are to provide facilities to temporarily house chemically dependent or dually diagnosed individuals; support services to youth; support provision of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing and provide services to enable the elderly to remain in their homes.
- ***Non-Housing Community Development Needs:*** Design and construct comprehensive infrastructure and streetscape improvements, enhance safety and sustainability, support neighborhood-based organizations in sponsoring clean-up campaigns, signage, etc. and provide other technical assistance as needed. Support the appropriate abandonment of septic tanks and permanent sewer hook-ups. Support the design and construction of neighborhood parks in the target areas.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process included an online survey for input, as well as, two (2) public hearings. During the first public hearing, four (4) agencies spoke. The agencies were: Community Services Council of Brevard – Senior Nutrition Program; Central Brevard Sharing Center; Early Learning Coalition of Brevard, Inc.; and The Salvation Army North Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

Also, an extensive community outreach program was conducted in the development of the FY 2016-2020 Consolidated Plan to ensure the plan responds to community needs. The outreach effort included:

- A Housing and Community Development Need Survey was developed and distributed to over 8,000 residents in low-income neighborhoods in Brevard County for input regarding community needs,
- A Social Service Provider Survey was developed and distributed to more than seventy (70) providers to help determine the capacity and gap of services being provided throughout Brevard County, including Cocoa.

Also, the FY 2016-2020 Consolidated Plan was distributed at the Brevard County libraries, Cocoa West Community Center, Cuyler Park Community Center, and Woody Simpson Community Center. No comments were received.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, four (4) agencies spoke. The agencies were: Community Services Council of Brevard – Senior Nutrition Program; Central Brevard Sharing Center; Early Learning Coalition of Brevard, Inc.; and The Salvation Army North Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

One survey comment – "Opportunities for young persons from low-income backgrounds should be a community priority."

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COCOA	Housing & Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Cocoa is a direct entitlement community for Community Development Block Grant (CDBG) funds. However, this is not the case with HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a Consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of Brevard County.

Consolidated Plan Public Contact Information

Nancy A. Bunt, Deputy Community Services Director

Community Services Department

65 Stone Street, Cocoa, FL 32922

(321) 433-8511

nbunt@cocoafl.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Housing is, and will always be, the critical component to ending chronic homelessness. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers.

Also via association with Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance; transitional and emergency housing; community kitchens; domestic violence funding; mental health services and substance abuse treatment. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In order to improve the living environment of the extremely-low and low-income households that reside in public housing, the Housing Authority of the City of Cocoa (Authority), has developed a self-sufficiency program available to public housing residents. This program addresses issues such as: elimination of drug use, a literacy program that is part of the continuing education program, GED training, job training and business development. The economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, or any other program necessary (such as substance abuse or mental health treatment).

The City of Cocoa reviews and certifies the Authority's annual plan and five (5) year plan. The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's Consolidated Plan.

The following is a list of primary agencies located and or serving persons within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard County - Assists working parents in finding and paying for child care services, and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services - Programs for children and young people and their families including Emergency Youth Crisis Shelter; 24-hour Crisis, Info and Referral Line; Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Also, the City has several assisted housing providers that are funded through state and/or federal funds:

- **Westminister Asbury South** has 142 Section 8 project based rental units.
- **Westminister Asbury North** has 50 Section 8 project based rental units.
- **Abilities at Crestview/College Pine/Windover** has 51 Section 811 rental units for persons with disabilities.
- **Arlington Apartments** has 41 HUD Use Agreement rental units.
- **Cocoa Lakes Apartments** has 49 Section 8 project based rental units.
- **Clear Pond Estates** has 100 Section 8 project based rental units.
- **Candlewood Apartments** has 70 Section 8 project based rental units.
- **Oak Meadows** has 120 Low-Income Housing Tax Credit rental units.
- **Clearlake Isles** will be completed by mid 2017, will have 84 Low-Income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long term permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provides financial assistance to the Housing for Homeless.

City staff also participates in a continuum of care process which recently became a 501(c)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings that are held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services.

Those at risk of becoming homeless include one-parent families; dysfunctional substance abusers; released prison inmates; battered spouses; persons in extended employment training programs; persons receiving emergency assistance; persons in self-sufficiency programs; and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population for Brevard County recorded in 2015 was 1,178 and in 2016 it was 827.

These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and are serving the homeless within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG grant funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
2	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
3	**Agency/Group/Organization**	NORTH BREVARD CHARITIES SHARING CENTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
4	**Agency/Group/Organization**	Brevard School Readiness Coalition dba/Early Learning Coalition of Brevard County, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
5	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
6	**Agency/Group/Organization**	Habitat for Humanity of Brevard County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.
7	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.
8	**Agency/Group/Organization**	BREVARD COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.

9	**Agency/Group/Organization**	Brevard Homeless Coalition, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on homelessness needs.
10	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
11	**Agency/Group/Organization**	COMMUNITY HOUSING INITIATIVE TRUST, INC.
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP Local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
Comprehensive Plan-Housing Element	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority 5 Year and Annual Plan	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including the CDBG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-Entry Task Force, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs, and completed the "Needs Assessment" survey. These consultations, meetings, and surveys shaped the City's goals.

The CDBG Citizen Participation Plan indicates that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper. Various community meetings were held and a public hearing was held on March 14, 2017 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Cocoa City Council on May 9, 2017. The FY17-18 Annual Action Plan was made available for public comment for 30 days. An announcement of the notice of a 30-day comment period was published in the local newspaper, Florida Today and on the city website, www.cocoafl.org.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on February 9, 2017 in Florida Today of first public hearing to receive comments on the City's FY17/18 Action Plan.	During the first public hearing, four (4) agencies spoke. The agencies were: Community Services Council of Brevard; CBSC; ELC; and The Salvation Army. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on March 28, 2017 in Florida Today of final public hearing to receive comments on the City's FY17/18 Action Plan.	There were no comments received.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	An online survey was available for Cocoa Residents to provide input on needs of the City.	Educating and providing opportunities for young people from low-income backgrounds should be a community priority.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting.	No comments were received.	No comments were not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2016-FY 2020 and One-Year Action Plan for FY 2017 and released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2017-18 in the amount of $169,584. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2017. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	169,584	0	163,000	332,584	678,336	Community Development Block Grant (CDBG) funds will be used for housing, public improvements, public services, demolition, admin and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Section 108	public - federal	Public Improvements	0	0	0	0	847,920	The City will be applying for a Section 108 Loan to construct a 18,000 square foot community center within a predominately low-income area, Census Tract 626. The facility will have office space available for non-profits and will be dedicated to the advancement of social, health, childcare and juvenile diversion.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $115,796 in State funding through the Florida Housing Finance Corporation, State Housing Initiative Partnership (SHIP) for SFY 2016-2017. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SFY 2015-2016 and 2016-2017 SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve the low income residents of Cocoa.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns six (6) vacant lots which are located at 345 Lucas Lane, 349 Lucas Lane, 400 D Street, 404 D Street and Davis Street (Lot 1 and 9). In 2016, the City of Cocoa purchased 22 vacant lots within the Magnolia Pointe subdivision, all 28 lots are located within Census Tract 626. The City may develop these lots for owner occupied housing in whole or in part with CDBG, HOME and/or SHIP funds.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2016	2020	Non-Housing Community Development	City wide	Public Services	CDBG: $25,437	Public service activities other than Low/Moderate Income Housing Benefit: 1176 Persons Assisted
2	Spot Demolition/Clearance	2016	2020	Spot Slum/Blight Removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $20,000	Buildings Demolished: 6 Buildings
3	Fair Housing Compliance, Testing and Outreach	2016	2020	Fair Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 100 Other
4	Repayment of Section 108 Loan Guarantee	2016	2020	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1203 Persons Assisted
5	Public Housing Modernization	2016	2017	Public Housing	CENSUS TRACT 626 Census Tract 623	Affordable Housing	CDBG: $40,000	Rental units rehabilitated: 144 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Planning and Administration	2016	2020	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements	CDBG: $33,916	Other: 1 Other
7	Unallocated Funds	2016	2020	Non-Housing Community Development Administration	City wide	Affordable Housing Public Facilities Improvements	CDBG: $0.00	Other: 1 Other
8	Housing Rehabilitation	2016	2020	Affordable Housing	City wide	Affordable Housing	CDBG: $90,231	Rental units rehabilitated: 6 Household Housing Unit

Table 6 - Goals Summary

Goal Descriptions

1	**Goal Name**	Public Services
	Goal Description	Public Service Funding for four (4) nonprofit agencies: Community Services Council's Meals on Wheels and Seniors at Lunch Programs; Central Brevard Sharing Center; Early Learning Coalition and The Salvation Army.
2	**Goal Name**	Spot Demolition/Clearance
	Goal Description	Code Enforcement Initiated Demolitions

3	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Fair Housing Compliance, Testing and Outreach in partnership with the Brevard County HOME Consortium and the Fair Housing Continuum.
4	**Goal Name**	Repayment of Section 108 Loan Guarantee
	Goal Description	Repayment of Section 108 Loan Guarantee.
5	**Goal Name**	Public Housing Modernization
	Goal Description	Public Housing Modernization of 144 elderly and/or disabled units.
6	**Goal Name**	Planning and Administration
	Goal Description	Administration and oversight of the Community Development Block Grant program. Fair housing activity will be funded.
7	**Goal Name**	Unallocated Funds
	Goal Description	Allocation of Unallocated funds.
8	**Goal Name**	Housing Rehabilitation
	Goal Description	Rehabilitation of owner-occupied homes for low-income households.

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

Each year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administration and general oversight of the CDBG Program; fair housing training, outreach and testing; Housing Rehabilitation; code enforcement initiated demolitions; and public service programs that provide meals for the elderly, meals for those at homeless or at risk of homelessness, domestic violence prevention, and child care assistance.

HOME Program funding will be used for administration and general oversight of the HOME program, and development of affordable homeownership opportunities in partnership with local developers and Community Housing Development Organizations.

#	Project Name
1	Community Services Council/Public Service
2	Central Brevard Sharing Center/Public Service
3	Salvation Army/Public Service
4	Early Learning Coalition/Public Service
5	Spot Demolition/Clearance
6	Planning and Administration
7	Public Housing Modernization
8	Section 108 Loan Repayment
9	Fair Housing
10	Unallocated Funds
11	Owner Occupied Rehabilitation

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The basis for allocating priorities within the jurisdiction during the Consolidated Plan period, and the rationale for assigning funding priorities annually, is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 39% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning and program administration; fair housing testing; outreach and training; code enforcement initiated demolitions, and housing rehabilitation typically account for the remaining 61% of

projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation processs and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region’s homeless population.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Community Services Council/Public Service
	Target Area	City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $6,943
	Description	Agency will provide services to seniors that include the Meals on Wheels Program and the Seniors at Lunch Program.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	80 Seniors will benefit from the activities.
	Location Description	The Meals on Wheels Program will be City-wide, and the Seniors at Lunch Program will be administered at Westminster Asbury Senior Center, 1420 Dixon Blvd., Cocoa, FL 32922.
	Planned Activities	Lunches will be provided to seniors through the Meals on Wheels and Seniors at Lunch programs.
2	**Project Name**	Central Brevard Sharing Center/Public Service
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $6,940

	Description	Agency will provide daily hot meals to homeless, individuals, and families through their community kitchen.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	1,048 homeless, individuals, and families will be provided a daily meal.
	Location Description	Central Brevard Sharing Center's Community Kitchen is located at 113 Aurora Street, Cocoa, FL 32922.
	Planned Activities	Daily meals through the community kitchen.
3	**Project Name**	Salvation Army/Public Service
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $5,000
	Description	Salvation Army will provide meals for victims of domestic violence in agency's shelter.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	23 Victims of Domestic violence will be provided meals in Salvation Army's domestice violence shelter.
	Location Description	The shelter's location is protected.
	Planned Activities	Domestic violence victims will be served meals in Salvation Army's domestic violence shelter.
4	**Project Name**	Early Learning Coalition/Public Service
	Target Area	City wide

	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $6,554
	Description	Agency will provide comprehensive childcare services for low-income families.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	29 Children will be provided with subsidized comprehensive childcare services.
	Location Description	Assistance will be provided to those children residing within Cocoa city limits.
	Planned Activities	Comprehensive childcare services will be provided to low-income families.
5	**Project Name**	Spot Demolition/Clearance
	Target Area	CENSUS TRACT 626 Census Tract 623
	Goals Supported	Spot Demolition/Clearance
	Needs Addressed	Neighborhood Services
	Funding	CDBG: $20,000
	Description	Demolition of unsafe structures within the 626 and 623 census tracks.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Clearance and demolition of unsafe structures.

6	**Project Name**	Planning and Administration
	Target Area	City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services
	Funding	CDBG: $32,916
	Description	Administration and oversight of the Community Development Block grant program. This will also include funding for fair housing activities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include public services, public facilities, demolition/clearance, public housing modernization, section 108 loan activity, rehab, purchase assistance, and fair housing activities.
7	**Project Name**	Public Housing Modernization
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Housing Modernization
	Needs Addressed	Affordable Housing
	Funding	CDBG: $40,000

	Description	This project will fund accessibility upgrades for seniors and disabled persons residing in Cocoa Public Housing Authority rental units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include replacement of commodes for elderly/handicapped accessibility; installation of grab bars; and installation of handrails.
8	**Project Name**	Section 108 Loan Repayment
	Target Area	CENSUS TRACT 626
	Goals Supported	Repayment of Section 108 Loan Guarantee
	Needs Addressed	Public Facilities Improvements
	Funding	CDBG: $0.00
	Description	The City of Cocoa is seeking funding through a Section 108 loan to build a community center within census tract 626. Office space will be available for non-profit agencies to serve low-income residents. The City anticipates applying for the loan in FY2017-2018.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Construction of community center.
	Project Name	Fair Housing

9	**Target Area**	City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach
	Needs Addressed	Affordable Housing Homebuyer Program
	Funding	CDBG: $1,000
	Description	Fair Housing activities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Fair housing training and outreach.
10	**Project Name**	Unallocated Funds
	Target Area	City wide
	Goals Supported	Unallocated Funds
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Neighborhood Services
	Funding	CDBG: $0.00
	Description	Non-Housing and community development/administration
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Non-Housing Community development activity
11	**Project Name**	Owner Occupied Rehabilitation
	Target Area	City wide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $90,231
	Description	Rehabilitation of owner-occupied homes of low-income households.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Approximately 2 homes will be rehabilitated.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 17,140 according to the 2010 U.S. Census. Within the City, there are three (3) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA, US-1 Corridor CRA and Diamond Square CRA. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the three. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715, however, we will continue to refer to the tract as 627 until updated low/mod information is available thru the 2010 Census. In spite of the block group consolidation, the low/moderate percentage is 47.9%. This percentage is staggering when taking into consideration the affluence residing along the riverfront.

The other two CRAs were formed in 1997 and maintain a higher concentration of low/moderate persons. US-1 Corridor CRA exists primarily within CT623, of which more than 67% of residents are low/moderate. Diamond Square CRA is located within CT626, and is even more depressed with 93.0% of its residents earning less than 80% of the area median income. The population, according to the 2010 Census, is estimated to be at 3,075, resulting in a decline of 12.9% in ten (10) years. Predominantly this decline was caused by the demolition of 101 public housing units and several substandard, dilapidated vacant units. Of this year's current estimated population, 16.1% are White, 78% are Black or African American, and 5.7% are Hispanic or Latino. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, most of US-1 Corridor and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2010 Census indicates that 60.8 percent of the citizens of Cocoa earn less than 80% of the area median income and are eligible for CDBG and HOME funding.

The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household

income for the City is $40,856. The median household income for Census Tract 626 is $20,368.

See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	5

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

In the 2010 Census, there are 8 census tracts and 19 block groups within the city, 5 of those census tracts are low/moderate income areas. Census Tract 622 and 627 (in 2000) was redistricted to Census Tract 715 (in 2010). Census Tract 623 (in 2000) was redistricted to Census Tract 623.01 and 623.02 (in 2010). The City of Cocoa has three (3) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368. Estimating a percentage of CDBG funds dedicated to the target areas is difficult. There are 8 census tracts within the City, of those census tracts, the City believes four (4) (census tracts 623.01, 623.02, 624, 626) are low/moderate income areas, so we anticipate 90 percent of the funds will benefit the population of these target areas.

See map of 2010 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the

strength of ethnic diversity and communities that provide faith-based and family-based support.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability for underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program, five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and left homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

To continue fostering and maintaining affordable housing, the City has allocated CDBG funds for the Housing Rehab Program. HOME funds shall be used to construct new affordable housing.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development

agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed a developer to build eight (8) homes on land zoned only for four (4).

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area.2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives.3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water.

The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing

renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlines in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY2016-2017:Early Learning Coalition (Subsidized Childcare) - 95% of $5,931 will be expended in target areas; Community Services Council (Meals on Wheels and Congregate dining) - 95% of $7,430 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $7,076 will be expended in target areas; and Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $5,000 will be expended in target areas.

Cocoa is a city of approximately $18,313 persons (2015 BEBR) with a disproportionate share of public housing units. Currently, the Cocoa Housing Authority manages 149 Section 8 Housing Choice Vouchers and owns and operates 328 public housing units. Barlow Homes has 37 units that serve elderly and families. Peachtree Manor has 40 units that serve families. Magnolia Pointe has 1 family unit. Pineda and Moore Homes have 250 units that serve the elderly and families.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added: Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex. The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time

was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA.

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the three (3) community redevelopment agency meetings to improve services and quality of life for the residents of the city.

Actions planned to enhance coordination between public and private housing and social service agencies

The existing coordination of services, specifically between public and private housing has been enhanced with the creation of the Brevard County HOME Consortium whose members include Brevard County, and the cities of Cocoa, Titusville, Melbourne and Palm Bay. Additionally, in an effort to facilitate communication with other local housing nonprofit organizations, the members of the Consortium convene monthly to share federal and state housing program updates and to engage in discussions of local housing programs and initiatives.

Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing/ and emergency food, clothing and financial assistance. The following is a list of primary agencies supported by the City of Cocoa as well as the Brevard Homeless Coalition (BHC) which provide services to the homeless population:

Brevard County Family & Children Services - Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, utility, and medical financial assistance on a daily basis.

Housing for the Homeless of Brevard County - WIN (When-In-Need) Program - Provides 24 apartment homes in Cocoa for homeless and special needs. Twelve (12) units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard - Assists working parents in finding and paying for child care services,

and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services – Programs for children and young people and their families including Comprehensive Assessment of Troubled Under-Aged Individuals; Emergency Youth Crisis Shelter; 24-Hour Crisis, Info & Referral Line, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

Catholic Charities of Central Florida - Provides counseling services, short term emergency financial assistance, transitional housing, pregnancy counseling and adoption services, and a food pantry.

The City will continue to partner and support the above listed agencies to address the specific objectives of the Strategic Plan which are to:

- help low income families avoid homelessness;
- establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders;
- support activities to fill gaps in Brevard County's Continuum of Care;
- respond to urgent community needs; and
- increase permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2017-2018. Within the next year, the City of Cocoa does anticipate applying for a Section 108 Loan Guarantee in the amount of $847,920.

See Final Statement of CDBG Projects for FY 2017-2018 in appendix.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ , _____(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

_____

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____
Signature/Authorized Official Date

_____
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

_____

Title

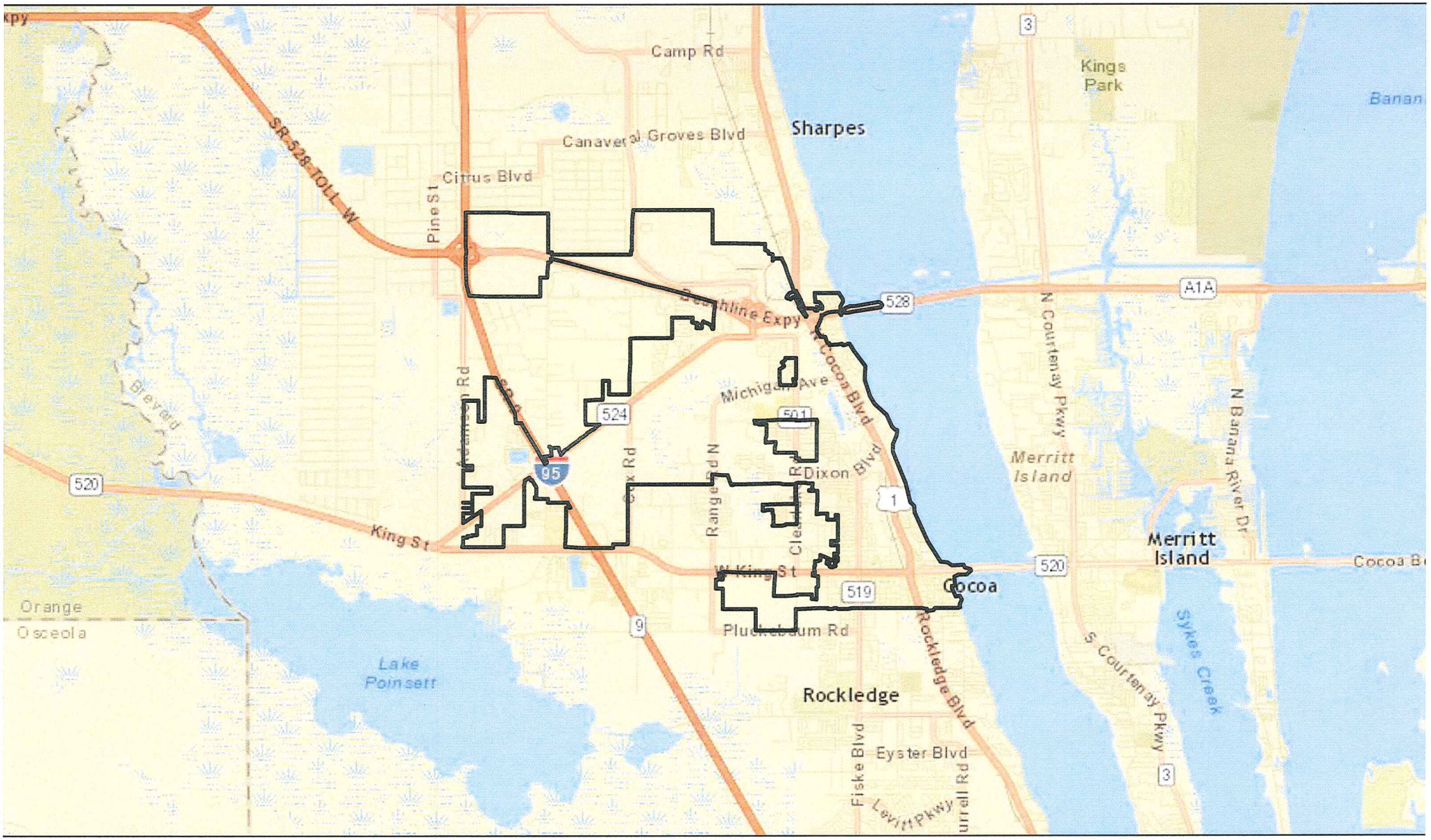
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Cocoa - City Boundary & CDBG Allocation



ıne 1, 2016

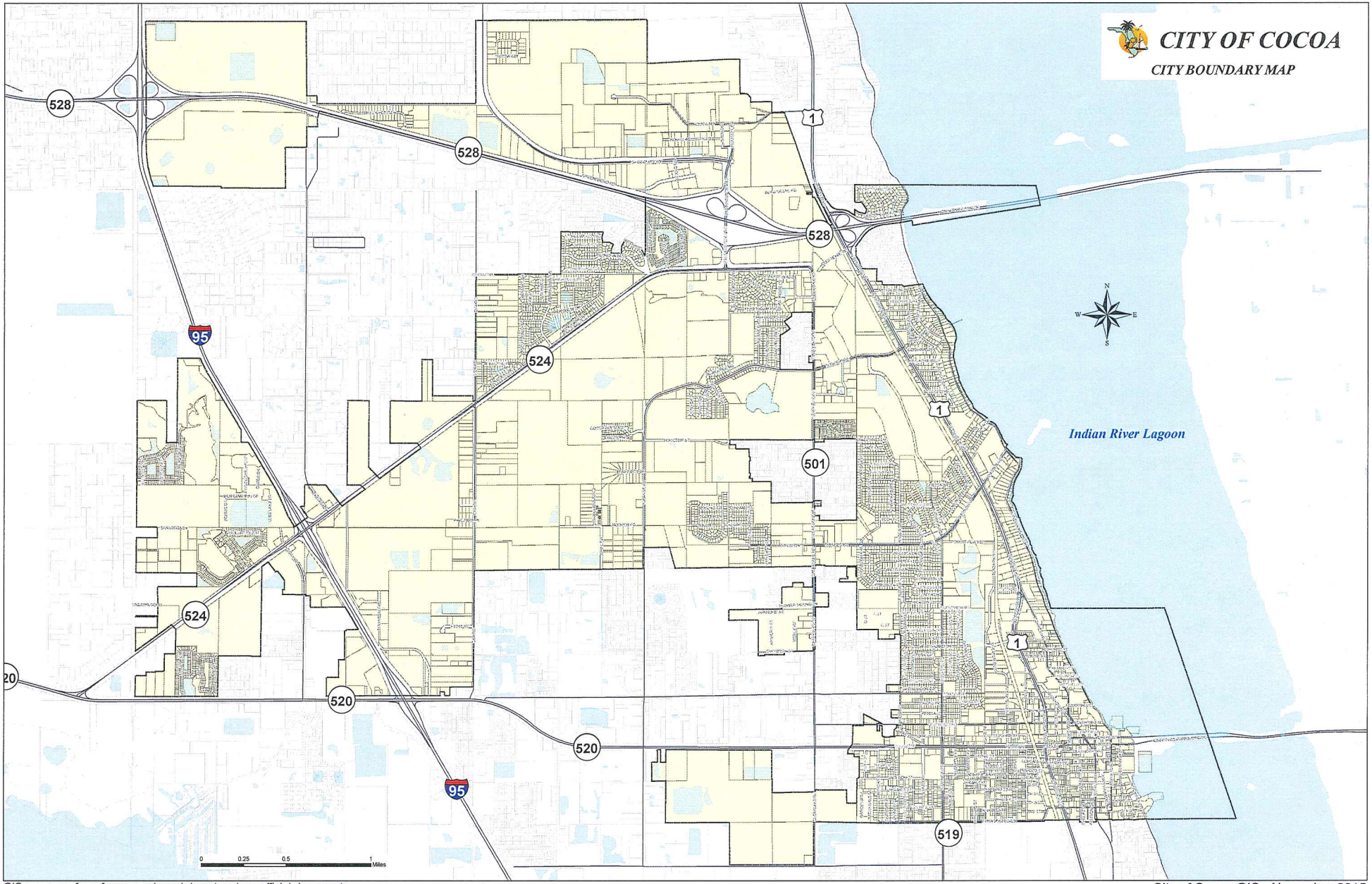
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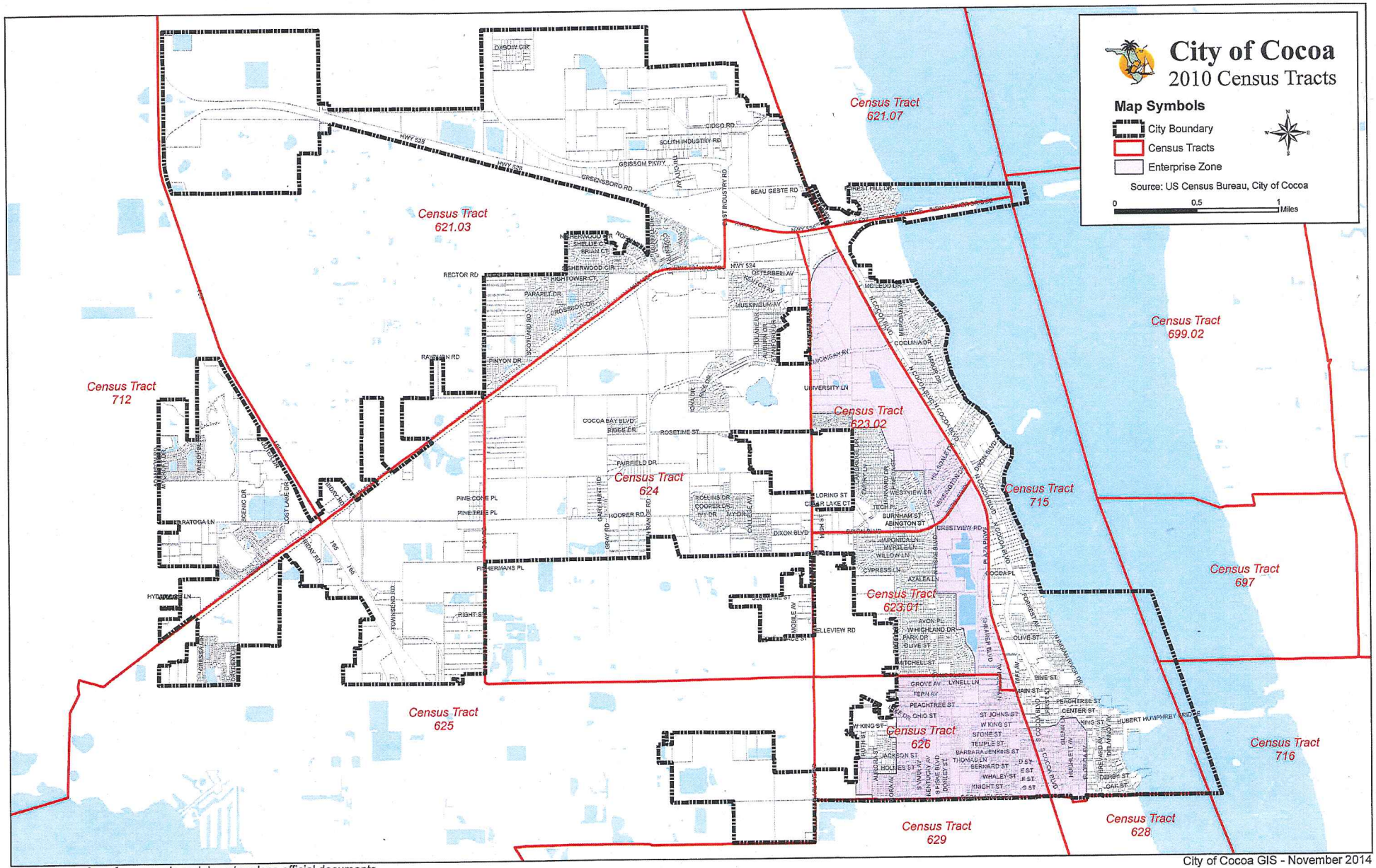
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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRC/ Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia OpenStreetMap contributors, and the GIS User Community



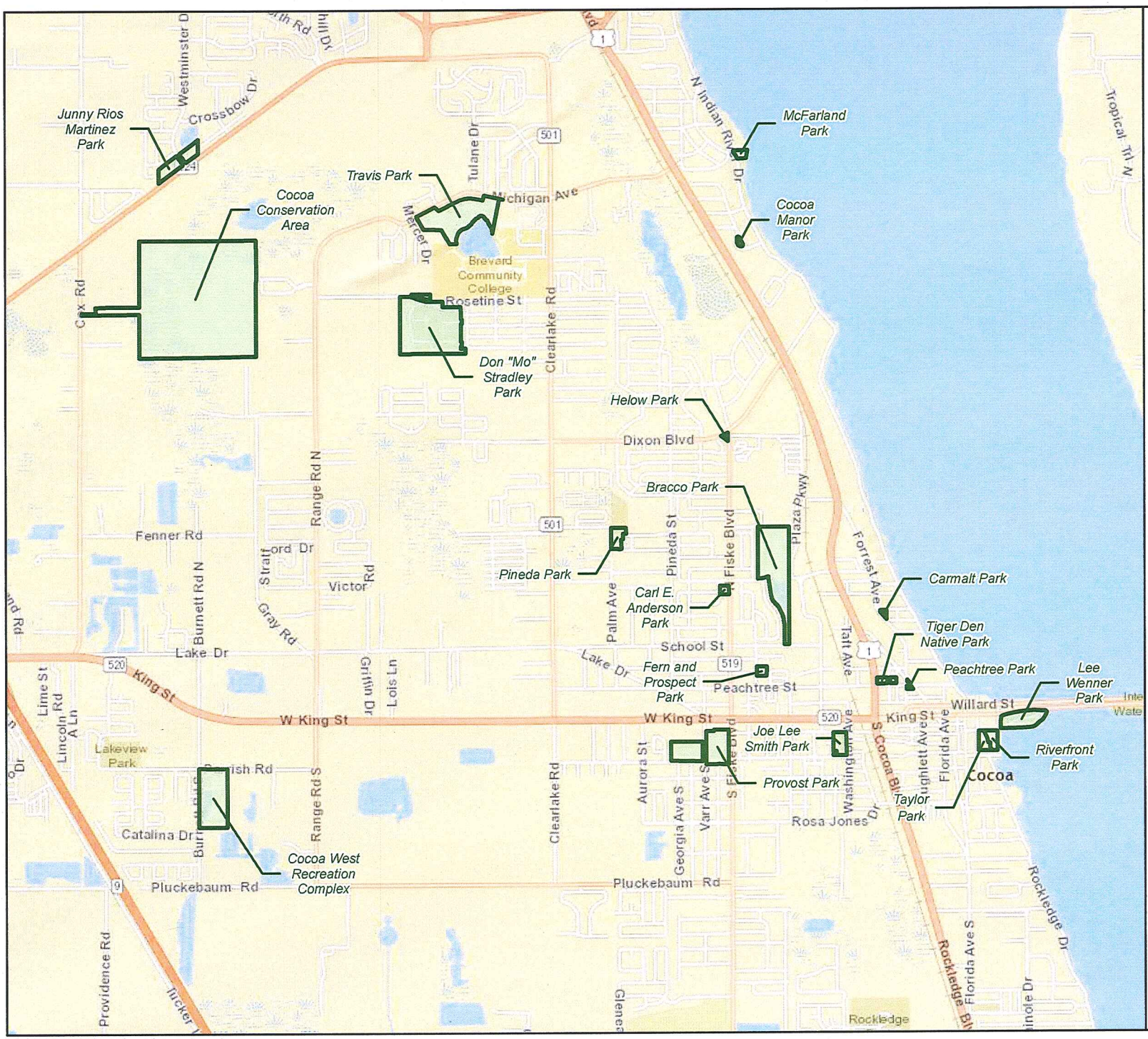
GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - November 2015



GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - November 2014



City of Cocoa
Park Boundaries

Park Boundary

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Feet

Map Date: 06/03/2016

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:

The map is created from theCity of Cocoa's GIS database. The City of Cocoa makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

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Legislation Details (With Text)

File #:	17-212	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	5/5/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Conduct a Public Hearing to amend the FY 2016-2017 CDBG Action Plan to reallocate funds and add a new activity in accordance with the City's CDBG Citizen Participation Plan. (Acting Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDBG Action Plan Amendments 16-17 Notice Cocoa Citizen Participation Plan 6-2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2017
Agenda Date: May 23, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct a Public Hearing to amend the FY 2016-2017 CDBG Action Plan to reallocate funds and add a new activity in accordance with the City's CDBG Citizen Participation Plan.

BACKGROUND:

On June 28, 2016, City Council approved the FY 2016-2017 Community Development Block Grant (CDBG) Action Plan, which included all activities that would be funded with the grant allocation and also carry forward funds. In order to meet grant expenditure deadlines, staff is now proposing the following substantial amendments to the FY2016-2017 Action Plan:

Reallocate Funds: Reallocate $43,383 from the Section 108 Loan Guarantee Program towards Housing Rehabilitation Program.

Reallocate Funds: Reallocate $9,760 from the Land Acquisition Program towards Housing Rehabilitation Program.

Add Activity: Add a new activity, the Regina Myra Subdivision Park Signage and Improvements and allocate $10,000 in unallocated CDBG funds towards park signage and improvements.

The Section 108 Loan Guarantee Program allows the City to apply for Section 108 Loan Guarantee

financing under 24 CFR 570, Subpart M - Loan Guarantees for construction of the Dr. Joe Lee Smith Center for Justice. At the time the City is prepared to submit the application this program will be added back into the City's annual Action Plan.

Also, the City's Land Acquisition Program has not purchased any vacant lots since 2013. With the recent purchase of 22 vacant lots within Magnolia Pointe and the potential for the City to acquire vacant lots through code enforcement initiated foreclosures, these unexpended funds should be reallocated.

The City's Housing Rehabilitation Program has a waiting list of 97 households, staff recently began assisting clients who applied for the Program in 2013. In order to reduce the 4-7 year waiting period, staff is requesting to reallocate funds to this Program.

Both the Section 108 Loan Guarantee program and Land Acquisition Program can be funded at a future date but since no funds have been expended this fiscal year, it is prudent for staff to reallocate the funds to projects that will ensure the grant funds are expended in a timely manner.

Lastly, staff is requesting to add a new activity, Regina Myra Subdivision Park Signage and Improvements. The anticipated budget for this activity is $10,000, which shall provide park signage and improvements to the subdivision. Regina Myra is an eight (8) unit subdivision, the first phase of the project was completed in 2015. Phase 2 is being completed by the City, in partnership with the Brevard County HOME Consortium. The homes are anticipated to be completed by September 2016. Staff is requesting the use of unallocated CDBG funds to complete signage and improvements to the park. At this time, the improvements to the park have not been finalized but may include trees and landscape, playground or park amenities.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper on April 13, 2017 summarizing the proposed substantial amendment and public comment period. The public comment period ends on May 15, 2017. To date no comments have been received.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

The funds are budgeted in FY 2017. Account 103-3240-554.83-00.

PREVIOUS ACTION:

On June 28, 2016, City Council approved the FY 2016-2017 Community Development Block Grant (CDBG) Action Plan.

RECOMMENDED MOTION:

Conduct a Public Hearing to amend the FY 2016-2017 CDBG Action Plan to reallocate funds and add a new activity in accordance with the City's CDBG Citizen Participation Plan.

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** *in the issue*(s) of:

04/13/17

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 13th of April 2017, by Kim Curro who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: $79.61
Ad No: 0002059427
Customer No: BRE-6CI200

FLORIDA NOTARY ASSOCIATION, INC. SINCE 1976

RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

AD# 2059427 4/13/2017

PUBLIC NOTICE
PROPOSED AMENDMENTS
CITY OF COCOA
FY2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ACTION PLAN AND PUBLIC HEARING

In an effort to effectively administer the CDBG funded program and at the same time address the goals and objectives of the FY2016/2020 Consolidated Plan, the City of Cocoa's Community Services Department, Housing & Neighborhood Services Division is proposing the following amendments to the FY2016/2017 Action Plan:

Proposed Amendments:
Reallocate Funds: FY2016/2017 Section 108 Loan Guarantee program: reallocate $43,383 towards Housing Rehabilitation Program.
Reallocate Funds: FY2016/2017 Land Acquisition Program: reallocate $9,760.00 towards Housing Rehabilitation Program.
Add Activity: FY2016/2017 Regina Myra Subdivision Park Signage and Improvements: allocate $10,000 in unallocated CDBG funds towards park signage and improvements.

Public comments will be accepted until 5 p.m., May 15, 2017. All comments submitted in written form can be mailed to the City of Cocoa, Community Services Department, 65 Stone Street, Cocoa, Florida 32922. A public hearing will be conducted on May 23, 2017 at 6 p.m. at the Cocoa City Hall, 65 Stone Street. For more information, contact the City of Cocoa's Housing & Neighborhood Services Division at (321) 433-8520.

AD# 2059427 4/13/2017

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CITY OF COCOA
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CITIZEN PARTICIPATION PLAN

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Guarantee Application, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).

- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.

- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Assessment of Fair Housing, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this

information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded under the public housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the availability of funding in relation to their housing needs and to provide information on the priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year Consolidated Plan.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings, public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Guarantee Program Application will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a

minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendments, annual evaluation and performance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Deputy Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted Consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

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than twenty-five percent (25%) of the amount projected in the annual Action Plan.

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The City of Cocoa and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans and individual CDBG entitlement grants. All HOME program amendments initiated by the City must be submitted to Brevard County for submittal to HUD.

The Citizen Participation Plan was previously approved by City Council on May 27, 2008.

Approved by the City Council on: June 14, 2016

Henry U. Parrish, III, Mayor

CITIZEN PARTICIPATION PLAN

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Approved by the City Council on: June~~April~~ 14, 2016

Henry U. Parrish, III, Mayor

Legislation Details (With Text)

File #:	17-210	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/5/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Conduct a hearing for the removal of Ms. Ruby Jenkins from the Diamond Square Redevelopment Agency due to neglect of duty. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_24_17 Removal letter.pdf Diamond Square RDA Powers.pdf F.S. 163.356(4).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2017
Agenda Date: May 23, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Conduct a hearing for the removal of Ms. Ruby L. Jenkins from the Diamond Square Redevelopment Agency due to neglect of duty.

BACKGROUND:

Ms. Ruby Jenkins was appointed to the Diamond Square Redevelopment Agency in April, 1998, and has served as a regular member since that time. She served as Chairwoman until May, 2015.

It was recently brought to the City Clerk's attention that Ms. Jenkins has missed the following meetings:

- September 19, 2016
- November 21, 2016
- January 9, 2017
- March 20, 2017
- April 17, 2017

When staff has tried to contact her for quorum calls, she either does not answer or does not show up to the meetings. Additionally, the City Clerk tried on three occasions to contact Ms. Jenkins about her membership on the agency, with no success.

Florida Statutes, Section 163.356(4), provides for the removal of a Redevelopment Agency member for neglect of duty. A certified letter was mailed to Ms. Jenkins on May 5, 2017, to advise her of the hearing and of her right to be heard in person or by counsel.

A copy of the letter, Florida Statute, and City Code are attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Remove Ms. Ruby Jenkins from the Diamond Square Redevelopment Agency for neglect of duty (after holding a hearing pursuant to F.S. Section 163.356(4)).

powered by Legistar™

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 5, 2017 ***VIA CERTIFIED MAIL***

Ruby L. Jenkins
3827 E. Lakeview Blvd.
Cocoa, FL 32926-4156

Re: Diamond Square Redevelopment Agency

Dear Ms. Jenkins:

It has been brought to my attention that you have not attended the following Diamond Square Redevelopment Agency meetings:

- September 19, 2016
- November 21, 2016
- January 9, 2017
- March 20, 2017
- April 17, 2017

It was further noted that when a staff member calls to confirm your attendance at a meeting, there has been no response and/or you have not shown up for the referenced meetings. Additionally, the City Clerk has tried to contact you on at least three occasions with no success.

You are advised, pursuant to F.S. 163.356(4), that a hearing will be held by the Cocoa City Council on Tuesday, May 9, 2017, regarding your removal from the Diamond Square RDA due to neglect of duty. You will be provided an opportunity to be heard, either in person or by counsel, regarding this matter.

I have attached Section 8-53(e) of the City of Cocoa Code which references the removal of agency members from office, along with F.S. 163.356(4).

If you have any questions, or require additional information, please feel free to contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Sec. 8-53. - Creation of community redevelopment agency board; composition; terms; appointment of chairperson and vice-chairperson.

(a) Pursuant to Resolution No. 98-19 of the city council dated March 24, 1998 and Section 163.356, Florida Statutes, the community redevelopment agency board shall consist of seven (7) commissioners. Seven (7) persons shall be appointed from time to time by the city council to serve as agency commissioners. A certificate of appointment shall be filed with the city clerk and is due and conclusive evidence of due and proper appointment of such commissioner.

(b) Except for the initial commissioners, appointees shall serve terms of four (4) years each. Each commissioner shall serve until his or her successor has been appointed and has qualified.

(c) In the event of death, resignation, or removal from office of a commissioner, any individual appointed to fill a vacancy shall fill the remainder of the term of the person whose actions created the vacancy in office.

(d) Any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

(e) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.

(f) Annually, on or about June of each year, the city council shall name the chairperson and vice-chairperson of the board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson.

(Ord. No. 13-98, § 4, 6-9-98; Ord. No. 23-06, § 2, 6-13-06)

163.356 Creation of community redevelopment agency.—

(1) Upon a finding of necessity as set forth in s. 163.355, and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a "community redevelopment agency." A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority's governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or

serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

Carie Shealy

From: Samia Singleton <ssingleton@cocoafl.org>
Sent: Monday, April 24, 2017 9:16 AM
To: Carie Shealy
Subject: RE: CRA Board Members

She's missed:

9/19/16
11/21/16
1/9/17
3/20/17
4/17/17

The December and February meetings were cancelled. Please let me know if I need to create an agenda item for that. Thank you!

Samia A. Singleton
Redevelopment Specialist
65 Stone Street, Cocoa, FL 32922
(321) 433-8577 I Fax: (321) 433-8543
ssingleton@cocoafl.org

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Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment to complete a brief survey to let us known how we are doing?

www.cocoafl.org/forms.aspx?FID=192.

From: Carie Shealy [mailto:cshealy@cocoafl.org]
Sent: Monday, April 24, 2017 9:07 AM
To: Samia Singleton <ssingleton@cocoafl.org>
Subject: RE: CRA Board Members

I am aware of Jim's expiration. We will be sending out his reappointment paperwork.

I will look at Ruby's situation and get back w/ you. With the RDA's, the removal goes through City Council. Can you send me the dates of which she has missed?

Carie Shealy, CMC
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org
Fax: (321) 433-8455

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From: Samia Singleton [mailto:ssingleton@cocoafl.org]
Sent: Monday, April 24, 2017 9:02 AM
To: Carie Shealy
Subject: CRA Board Members

Good Morning Carie,

I hope you had a good weekend! We spoke in while back about Ruby Jenkins' term on the Diamond Square Board expiring in June. However, I want to bring to your attention that she has missed three consecutive meetings.

In addition, James McCarthy's term on the US1 CRA board will also be expiring in June.

Please advise.

Thank you,

Samia A. Singleton
Redevelopment Specialist
65 Stone Street, Cocoa, FL 32922
(321) 433-8577 I Fax: (321) 433-8543
ssingleton@cocoafl.org

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(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority's governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

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serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

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Legislation Details (With Text)

File #:	17-229	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	5/10/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve the Special Event Agreement with AEG Live, SE, LLC, for three concerts to be held in June and July of 2017. (Acting Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SPECIAL EVENT AGREEMENT - AEG Live SE 2017 - concerts				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2017
Agenda Date: May 23, 2017
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Nancy Bunt, Deputy Community Services Director
Requested Action:
Approve the Special Event Agreement with AEG Live, SE, LLC, for three concerts to be held in June and July of 2017.

BACKGROUND:

AEG Live SE, LLC is a Delaware Limited Liability Company authorized to conduct business in the state of Florida. They have been producing special event concerts in the City of Cocoa since 2012.

The Special Event Agreement provides for an adjustment to the special event fees as described below.

- June 8 and 9: Facility Rental Fee: $2,050.00 (Riverfront Park, Cocoa Civic Center, and Porcher House.
- June 25: $1,200 (Riverfront Park, Cocoa Civic Center, and Porcher House)
- July 28: $1,200 (Riverfront Park, Cocoa Civic Center, and Porcher House)
- Application fee: $100 for each event
- Sanitation fee: $50.00 for each event
- Electricity fee: $400.00 for each event
- Merchandise and Concession Revenue fee: Ten (10%) percent of gross revenue derived from merchandise and concession sales (food, beverages, and merchandise)
- Ticket Revenue fee: AEG shall pay ten (10%) percent of the gross revenue derived from

ticket sales. If attendance is 4,000 or less, the amount due shall not exceed $5,500. If attendance exceeds 4,000, the amount due shall not exceed $6,000.

AEG shall submit a written settlement statement within ten (10) business days following each event. Payment shall be paid no later than ten (10) business days following submission of the settlement statement to the City Manager.

AEG shall pay all costs and expenses approved in advance to include Fire, Police and extra City personnel services caused by the special events.

The City shall provide certified law enforcement officers, electricians, firefighters/emt's and any other City personnel deemed reasonably necessary by the City to staff and provide security during the Special Event. Extra personnel hours shall be calculated at a rate of $50.00 per hour and shall be paid to the City no later than ten (10) business days following the receipt of the City's invoice.

STRATEGIC PLAN CONNECTION:

Economic Development, Community Development and Image, are all impacted positively by special events held in Cocoa Village.

BUDGETARY IMPACT:

The City receives fees associated with each special event.

PREVIOUS ACTION:

This agreement has been approved previously in the following years 2012, 2013, 2014, 2015, and 2016.

RECOMMENDED MOTION:

Approve the Special Event Agreement with AEG Live, SE, LLC, for three concerts to be held in June and July of 2017.

SPECIAL EVENTS AGREEMENT

THIS SPECIAL EVENTS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2017 by and between the **CITY OF COCOA**, a Florida municipal corporation, ("City"), and **AEG LIVE SE, LLC,** a Delaware limited liability company authorized to conduct business in the State of Florida ("Permittee").

WITNESSETH:

WHEREAS, Permittee desires to hold outdoor concerts for the benefit of the public; and

WHEREAS, Permittee desires to conduct outdoor concerts on June 9, 2017, June 25, 2017 and July 28, 2017, and a June 8, 2017 private rehearsal (collectively, "Special Events"), at Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House, all of which are located in and owned by the City of Cocoa, Florida; and

WHEREAS, Permittee desires permits from the City which would permit the Permittee to hold the Special Events at Riverfront Park, Cocoa Civic Center, the Porcher House and back of the Porcher House, as permitted under this Agreement; and

WHEREAS, Permittee represents and warrants that it has the personnel, tools, materials, and experience to satisfy the permit requirements set forth hereunder and to provide the Special Events as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the parties acknowledge has been received, the parties agree as follows:

1.0 **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 **General Provisions:**

2.1 Definitions:

(a) "Advertise" shall mean the act of publicly announcing or calling attention to the Special Events and includes, but is not limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by billboard, poster, radio, television or newspapers.

(b) "Agreement" or "Contract" shall mean this Agreement and all exhibits and addendums thereto between the City and Permittee regarding the Special Events permitted herein.

(c) "Riverfront Park" shall mean the park owned and operated by the City, which is located on Delannoy Avenue within the City of Cocoa and adjacent to the Cocoa Civic Center.

(d) "City" shall mean the City of Cocoa, a Florida Municipal Corporation and its employees, agents and contractors.

(e) "City Manager" shall mean the City Manager of the Cocoa, Florida or his designee.

(f) "Permittee" shall mean AEG Live SE, LLC, a Delaware limited liability company authorized to transact business in the State of Florida, and its officers, employees, agents, and its contractors.

(g) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(h) "Public Records" is as described in Chapter 119, Florida Statutes.

(i) "Special Events" shall collectively mean the outdoor concerts to be held at Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House on June 9, 2017, June 25, 2017 and July 28, 2017, and, the June 8, 2017 rehearsal, and further described in this Agreement. The Special Events shall be planned, promoted, managed, and operated by the Permittee pursuant to this Agreement. The June 8, 2017 rehearsal date shall be referred to separately herein as is relevant to differences in terms of fees or as otherwise applicable.

(j) "Civic Center" shall mean the Cocoa Civic Center located at 430 Delannoy Avenue in Cocoa, Florida.

(k) "Porcher House" shall mean the Porcher House at 434 Delannoy Avenue in Cocoa, Florida.

2.2 **Permit.** The City hereby permits the Permittee and the Permittee agrees to provide the Special Events outlined in this Agreement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

3.0 **Scope of Special Events.** Permittee agrees to provide the following Special Events under the following special operating conditions:

3.1 **Special Event.** Permittee shall advertise, produce, plan, promote, manage and operate the Special Events in cooperation with the City. In furtherance thereof, Permittee agrees to keep the City Manager fully informed of its plan to promote, manage, and operate the Special Events so that City can reasonably satisfy its obligations under this Agreement and reasonably address issues of public health, safety, and welfare related to the Special Event.

3.2 **Food and Beverage.** Permittee agrees to provide all food and beverage concessions for the Special Event. Revenues derived from the sale and food and beverages shall be distributed to the parties pursuant to Subsection 4.2.1 of this Agreement.

3.3 **Sponsorship Fees.** Permittee shall retain the sole right to all sponsorships fees for the Special Event.

3.4 **Staging; Other Production Materials.** Permittee shall provide all staging and production materials necessary to produce a high quality Special Events including, but not limited to, professional audio system, staging and stage lighting, golf carts, radios, tents, temporary fencing, security, event staff, and catering for staff.

3.5 **City Special Events Policy.** Permittee agrees to comply with the City's written Special Events policies, if any, deemed applicable to the Special Events by the City Manager.

3.6 **Permits.** Permittee shall obtain all local, state, and federal permits necessary to hold the Special Events and conduct any particular activities therein.

3.7 **Clean up.** Permittee shall coordinate and monitor the pick-up and disposal of garbage and other debris from the Special Events areas.

3.8 **Portable Restroom Facilities.** Permittee shall provide, at its sole expense, no less than twenty (20) portable toilet facilities for the Special Event. Such facilities shall be placed at a location or locations acceptable to the City.

3.9 **Dumpster.** Permittee shall provide, at its sole expense, one (1) 20-yard roll-off dumpster for the collection of solid waste. Said dumpster shall be placed at a location acceptable to the City and shall be removed immediately following the conclusion of the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events.

4.0 **Compensation, Expenses & Obligations**.

4.1 **Special Events Fees.** No later than 10 days prior to the date of each of the respective Special Events, Permittee shall pay the following fees to the City (unless otherwise provided in this Agreement, the following fees shall be non-refundable):

4.1.1 *Facility rental fees* are as follows:

4.1.1.1 Thursday, June 8, 2017 private rehearsal: Eight Hundred Fifty and no/100 Dollars ($850.00) for access to and use of Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House;

4.1.1.2 Friday, June 9, 2017 outdoor concert: One Thousand Two Hundred and no/100 Dollars ($1,200.00) for access to and use of Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House;

4.1.1.3 Sunday, June 25, 2017 outdoor concert. One Thousand Two Hundred and no/100 Dollars ($1,200.00) for access to and use of Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House;

4.1.1.4 Friday, July 28, 2017 outdoor concert. One Thousand Two Hundred and no/100 Dollars ($1,200.00) for access to and use of Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House.

4.1.2 *Application fees* for the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events shall each be One Hundred and no/100 Dollars ($100.00). No such fee is charged for the June 8, 2017 private rehearsal.

4.1.3 *Sanitation fees* for the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events shall each be Fifty and no/100 Dollars ($50.00). No such fee is charged for the June 8, 2017 private rehearsal.

4.1.4 *Electricity fee* for the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events shall each be Four Hundred and no/100 Dollars ($400.00). No such fee is charged for the June 8, 2017 private rehearsal.

4.2 **Permit Fee.** No permit fee is charged for the June 8, 2017 private rehearsal. For each of the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events, Permittee shall pay the City permit fees, which shall be determined as follows:

4.2.1 *Merchandise and Concession Revenue.* Permittee shall pay the City Ten Percent (10%) of Permittee's gross revenues derived from merchandise and concession sales (including food, beverages, alcohol); and

4.2.2 *Ticket Revenue.* Permittee shall pay the City Ten Percent (10%) of Permittee's gross revenues derived from ticket sales. If attendance at the Special Events is 4,000 people or less, the amount due to the City under this subsection 4.2.2 shall not exceed Five Thousand Five Hundred and no/100 Dollars ($5,500.00). If attendance at the Special Events exceeds 4,000 people, the amount due to the City under this subsection 4.2.2 shall not exceed Six Thousand and no/100 Dollars ($6,000.00).

4.2.3 *Settlement Statement; Payment.* Unless otherwise agreed to by the City Manager, Permittee shall provide a written settlement statement to the City Manager within ten (10) business days following each of the June 9, 2017, June 25, 2017 and July 28, 2017 Special Events, clearly setting forth its gross revenue and the compensation due the City under this section. Supporting documentation satisfactory to the City Manager shall accompany the written settlement statement. Payment to the City, as required by this section 4.2, shall be paid no later than ten (10) business days following Permittee's submission of the settlement statement to the City Manager.

4.3 **Permittee Expenses.** Unless otherwise provided in this Agreement, Permittee shall pay all costs and expenses approved in advance by Permittee and necessary for the Permittee to satisfy its obligations under this Agreement, including, but not limited to, City fire and police services and extra City personnel services caused by the Special Events and as deemed reasonably necessary by the City Manager, cleanup of Riverfront Park, Civic Center, Porcher House and surrounding areas, repair of damages incurred to Riverfront Park, Civic Center and Porcher House caused by the Special Event, all necessary power at Riverfront Park, and existing lighting of Riverfront Park and surrounding areas.

4.4 **City Obligations.** City shall provide the following services and facilities for the Special Events:

4.4.1 Use of Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House on June 8, 2017, June 9, 2017, June 25, 2017 and July 28, 2017, commencing at 8:00 AM and terminating at 12:00 AM (midnight).

4.4.2 Certified law enforcement officers, electricians, firefighters/EMTs and any other City personnel deemed reasonably necessary by the City to staff and provide security during the Special Events. Following the Special Events, the City shall prepare a detailed breakdown of the extra City personnel services provided for the Special Events and shall invoice Permittee no later than ten (10) business days following each Special Event. Extra personnel hours shall be calculated at a rate of $50.00 per hour and shall be paid to the City no later than ten (10) business days following Permittee's receipt of the City's invoice.

5.0 **Due Diligence.** Permittee acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Special Events desired hereunder, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, professional entertainment and the steps necessary to complete the Special Events within the time set forth herein. The Permittee warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete the Special Events in the manner and within the time limits proscribed herein. The Permittee will perform the Special Events with due and reasonable diligence consistent with sound professional and labor practices and with due and reasonable consideration to the public health, safety, and welfare.

6.0 **General Miscellaneous Provisions**. The following general miscellaneous provisions shall apply to this Agreement:

6.1 **Time of the Essence**. The City's responsibility to make Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House available to Permittee is limited to the time periods set forth hereunder. As such, the Permittee acknowledges and agrees that time is of the essence for the completion of the Special Events to be performed under this Agreement.

6.2 **Non-Business Day.** In the event that any period of time as set forth in this Agreement expires or any date herein occurs on a Saturday, Sunday, holiday or other non-business day, then such date shall automatically extend to 5:00 p.m. on the next subsequent business day, excluding the day and time the Special Events will be held pursuant to this Agreement.

6.3 **No Assignment.** This Agreement shall not be assigned or transferred, except to a parent or affiliate company under common control, unless prior written consent is granted by the Cocoa City Manager.

6.4 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s), execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

6.5 **Legal Representation.** The parties acknowledge that Garganese, Weiss and D'Agresta, P. A., and other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.

6.6 **Severability**. If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.

6.7 **Governing Law; Venue**. This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the Special Events is Brevard County. If any dispute concerning this Agreement arises under Federal law, the venue will be Orlando, Florida. Any objections to jurisdiction and venue are expressly waived.

6.8 **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, the prevailing party in such litigation or controversy shall, to the extent permitted by law, be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

6.9 **Non Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.

6.10 **Notices**. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepared, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier

delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

TO THE CITY:

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
(321) 433-8660 (Phone)
(321) 433-8698 (Fax)

WITH A COPY TO:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
407-425-9566 (Phone)
407-425-9596 (Fax)

TO PERMITTEE:

AEG Live SE, LLC
Attn: Ethan Levinson
1800 Australian Ave. So., Ste. 201
West Palm Beach, Florida 33409

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

6.12 **Public Record**. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Permittee related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or the Permittee. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Permittee is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City. Upon request by the City, the Permittee shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Permittee be open and freely exhibited to the City for the purpose of examination and/or audit.

6.13 **Interpretation**. Both the City and the Permittee have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion

of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

6.14 **No Joint Venture**. This Agreement shall not in any way be deemed to create a joint venture or principal-agent relationship between Permittee and the City.

6.15 **No City Representations and Warranties; Success of Special Event**. Permittee agrees and acknowledges that the City has made no representations and warranties regarding the Special Event. Permittee has assumed full responsibility for furnishing, performing, and completing the Special Events and that Permittee agrees and acknowledges the City has in no way guaranteed that the Special Events will be successful and profitable by any person's standard and belief of success and profit.

7.0 **Entire Agreement**. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

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

9.0 **General Liability Insurance.** For all activities and services permitted and which occur under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall purchase and maintain, at its own expense, such general liability insurance, food and liquor liability insurance and automobile liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, except to the extent that such suits, losses, damages and expense arise from the City, its Manager, staff, agents, representatives, employees willful misconduct. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability, property damage liability, and food and liquor liability. This shall include, but not be limited to, automobile liability of owned vehicles, hired and non-owned vehicles, and employee non-ownership. All insurance coverage shall be insurer(s) approved by the City Manager and licensed by the state of Florida to engage in business of writing of insurance. The City shall be named on the foregoing insurance policies as additional insured. The Permittee shall cause its

insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage and effect pursuant hereto, the expiration date on such policies, and the statement that no insurance under such policies will be cancelled without prior written notice to the City in compliance with other provisions of this Agreement. The Permittee shall be solely responsible to pay any deductible, if any, relating to any claim made against the insurance coverages and policies provided under this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Permittee in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Permittee in writing thereof within thirty (30) days of the date of deliver of such certificates and endorsements to the City. For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall continuously maintain such insurance in the amount, type, and quality as required by this paragraph.

10.0 **Indemnification and Hold Harmless**.

10.1 For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by the Permittee and by authorized participants of the Special Event, Permittee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly arises out of, or results from any act or failure to act of the Permittee or any person authorized by the Permittee to participate in the Special Events which in any way is related to the Permittee's obligations under this Agreement, and/or the services and activities provided and performed under this Agreement. The aforementioned indemnity provision does not apply to the extent that the claims, actions, causes of action, demands, judgments, costs, expenses and any and all damages of every kind and nature results from the negligence or willful misconduct of City.

The indemnification provided above shall obligate the Permittee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may arise or result from this Agreement. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

10.2 For all services provided under this Agreement, the City agrees to the fullest extent permitted by law, to indemnify and hold harmless the Permittee and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly arises out of, or results from any negligence of the

City, its officers and employees. The aforementioned indemnity provision does not apply to the extent that the claims, actions, causes of action, demands, judgments, costs, expenses and any and all damages of every kind and nature results from the negligence or willful misconduct of Permittee.

The City's liability to the Permittee under this subsection shall not include punitive damages, or interest for the period before judgment. Additionally, the City shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000.00 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the City arising out of the incident or occurrence, exceeds the sun of $300,000.00.

This section 10.0 shall survive termination of this Agreement.

11.0 **Standard of Care**. In performing its activities and services hereunder, the Permittee will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality. Permittee shall protect the public and property from any safety hazards directly resulting from the Special Events and the authorized participants thereto. This City will perform its standard law enforcement patrol operations and other routine duties in the vicinity of Riverfront Park, the Civic Center and the Porcher House during the Special Event. Any additional security personnel required for the Special Events that is directly engaged by Permittee shall be the responsibility of Permittee and shall be provided at Permittee's sole expense. The City, however, shall be responsible for providing any public safety personnel necessary for the protection of the Special Events and its attendees from hostile members of the public or counter-demonstrators. The City agrees and acknowledges that at no time and under no circumstance shall Permittee be liable or responsible for the activities and/or actions of the parties providing such security services while under the direction and supervision of the City.

12.0 **Cancellation of Special Event.** The City shall have the right to cancel the Special Events at any time in the event of an emergency, or in the event of any other occurrence requiring the cancellation of the Special Events in furtherance of the health, safety and welfare of the City, pursuant to its inherent police powers under Chapter 166, Florida Statutes. Any such cancellation shall be at the City's sole discretion, shall be without penalty to the City and shall be made by written notice to Permittee. If the Special Events is cancelled through no fault of the Permittee, the City shall refund to Permittee any fee paid to the City pursuant to Section 4.0 of this Agreement and Permittee shall have no further obligation to the City hereunder.

13.0 **Term**. The term of this Agreement shall commence upon full execution of this Agreement by the parties and end at such time Permittee has fully performed all the services required by this Agreement to the complete satisfaction of the City.

14.0 **Permittee's Signatory.** The undersigned person executing this Agreement on behalf of Permittee hereby represents and warrants that he has the full authority to sign said

Agreement for Permittee and to fully bind Permittee to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY:

City of Cocoa,
a Florida municipal corporation.

By: _____
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

Date: _____

PERMITTEE:

AEG Live SE, LLC,
a Delaware limited liability company.

By: **AEG Live LLC, its managing member.**

_____
Print Name: _____
Title: _____

Date: _____

Legislation Details (With Text)

File #:	17-233	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	5/11/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Distribution of the FY2016 Popular Annual Financial Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY2016 Popular Annual Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2017
Agenda Date: May 23, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: Department Director
Requested Action:
Distribution of the FY2016 Popular Annual Financial Report

BACKGROUND:

On March 28, 2017, the City's independent auditor, Carr, Riggs & Ingram, LLC, presented the FY2016 Comprehensive Annual Financial Report (CAFR) to City Council. The City Council and the City's Administrative Staff has acknowledged the difficulty an average person has in reading and understanding the CAFR and suggested that staff prepare a summary document for the citizens and stakeholders.

The primary users of the Generally Accepted Accounting Principles (GAAP) financial statements in the private sector are investors, creditors, and those who have an operational necessity in understanding the details found in the financial statements. In the public sector, investors, creditors, and others are joined by citizens, stakeholders, and by legislative and oversite bodies as primary users of GAAP, financial statements. To meet the diverse informational needs of different users, the CAFR typically presents voluminous data at an expert level of detail. This volume and level of detail can easily discourage some potential citizens or stakeholders from contributing in the financial matters of the City. Conversely, this volume and level of detail cannot be sacrificed without compromising the needs of the other financial statement users (those interested primarily in compliance with financial related legal and contractual provisions).

A Popular Annual Financial Report (PAFR) can help to bridge the gap by offering a summary of the CAFR at a high level. The Government Finance Officers Association (GFOA) encourages state and

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local governments to issue a PAFR to supplement their CAFR's. The PAFR is designed to assist those who need or desire a less detailed overview of a government's financial statements and provide for a higher level of financial information, without sacrificing the information in the CAFR, but rather offer a reading alternative to the CAFR.

The PAFR will be prepared annually by the Finance Department after the audit and CAFR is presented to City Council and will be available to all interested parties on the City's website.

STRATEGIC PLAN CONNECTION:

The Popular Annual Financial Report promotes greater transparency and provides the community and stakeholders with a condensed version of the City's financial statements to educate and encourage participation in financial matters related to the City.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Distribution of the FY2015 Popular Annual Financial Report

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COCOA
FLORIDA

Popular Annual Financial Report

Fiscal Year Ending September 30, 2016

INTRODUCTION

The Popular Annual Financial Report (PAFR) is a high level summary prepared by the City's Finance Department to assist City residents and stakeholders in understanding the City's annual financial data. This report is an unaudited financial report based on the audited Comprehensive Annual Financial Report (CAFR) prepared by the Finance Department and the external auditing firm in accordance with the City Charter, State Statutes and generally accepted accounting principles for governments. Whereas the CAFR, with 215 pages of detailed financial information, is intended for in-depth users of financial reports, such as financial analysts and bond rating agencies, the PAFR is intended as an overview summary for the general reader. Understanding today's financial world can prove to be a difficult task. The PAFR can play an important role in making financial information accessible to residents and more transparent to stakeholders who may feel the more detailed traditional financial reports are too cumbersome.

For more detailed financial information the Capital Improvement Plan (CIP), the CAFR and the Annual Operating Budget as well as this financial summary are available as separate documents on the City of Cocoa website www.cocoafl.org.

Questions, comments and feedback on this report are welcomed and encouraged, so please do not hesitate to contact the Finance Director at 321-433-8626 or at tbutler@cocoafl.org.

COCOA
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OVERVIEW OF FINANCIAL STATEMENTS

Most City services and projects are accounted for in a general category referred to as Government Funds. A fund is a grouping of related accounts used to maintain control over resources that are segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds - focus on near-term inflows and outflows of spendable resources and balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The City maintains nine individual governmental funds:

- The *General Fund* is the primary operating fund which accounts for all financial resources of the government except those accounted for in other funds.
- *Cocoa Housing Assistance Trust Fund* accounts for funds received for the State Housing Initiatives Partnership (SHIP), enacted by the State of Florida through the Florida Housing Finance Corporation. The purpose of this program is to provide funds to local governments as an incentive for the creation of partnerships to produce and preserve affordable housing.
- *Cocoa Redevelopment Agency Fund* accounts for incremental tax revenues within the downtown Cocoa Village area. The monies are restricted by State statutes to specific projects within this geographical area.
- Six non-major funds. The non-major funds are the *Community Development Block Grant, Brevard County Home Program, Police Confiscated Funds, Police Special Education Fund, Capital Project Fund* and the *Debt Service Fund*.

Proprietary Funds (sometimes referred to as Enterprise Funds) – operate in a manner similar to private business enterprises. The fund is intended to be self-supported from user charges. The City uses enterprise funds (business-type) to account for two funds:

- *Water and Sewer System*
- *Stormwater System*

Fiduciary Funds - account for resources held for the benefit of parties outside the government such as pension funds. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs.

COCOA
FLORIDA

CITY OF COCOA NET ASSETS

	Governmental Activities		Business-type Activities		Total	
	FY 2016	**FY 2015**	**FY 2016**	**FY 2015**	**FY 2016**	**FY 2015**
Current and Other Assets	$44,445,730	$46,808,693	$ 53,123,932	$ 55,837,753	$ 97,569,662	$102,646,446
Capital Assets	38,946,374	34,931,552	196,348,954	188,942,934	235,295,328	223,874,486
Total Assets	**83,392,104**	**81,740,245**	**249,472,886**	**244,780,687**	**332,864,990**	**326,520,932**
Deferred outflows	7,485,951	725,017	4,920,768	2,505,941	12,406,719	3,230,958
Noncurrent Liabilities	49,289,141	46,604,313	96,419,095	98,225,743	145,708,236	144,830,056
Other Liabilities	2,731,530	3,296,338	17,510,471	16,033,480	20,242,001	19,329,818
Total Liabilities	**52,020,671**	**49,900,651**	**113,929,566**	**114,259,223**	**165,950,237**	**164,159,874**
Deferred inflows	2,228,199	1,391,135	1,066,720	684,760	3,294,919	2,075,895
Net Investment in Capital	25,284,348	20,134,496	115,435,116	103,777,006	140,719,464	123,911,502
Restricted	281,203	252,338	11,818,615	11,822,514	12,099,818	12,074,852
Unrestricted	11,063,634	10,786,642	12,143,637	16,743,125	23,207,271	27,529,767
Total Net Position	**$36,629,185**	**$31,173,476**	**$139,397,368**	**$132,342,645**	**$176,026,553**	**$163,516,121**

COCOA
FLORIDA

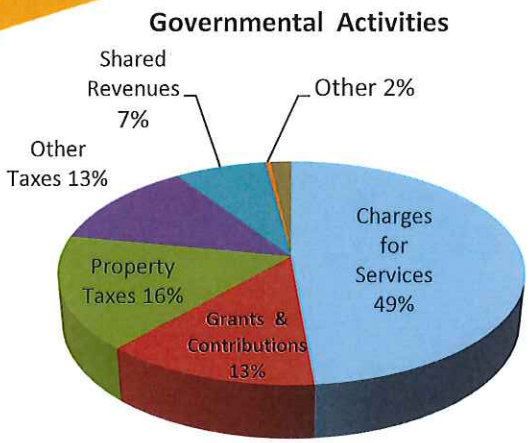
CITY OF COCOA CHANGES IN NET ASSETS

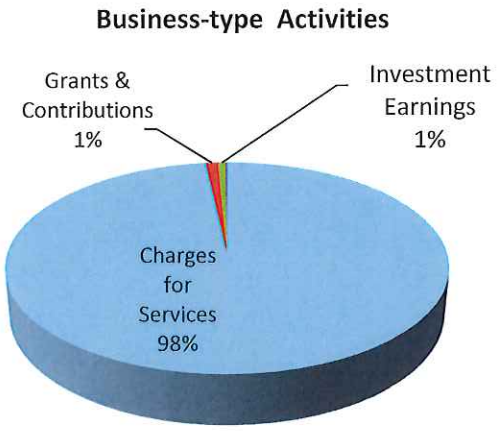
	Governmental Activities		Business-type Activities		Total	
	FY 2016	**FY 2015**	**FY 2016**	**FY 2015**	**FY 2016**	**FY 2015**
Revenues:						
Charges for Service	$13,903,544	$13,699,538	$ 57,809,384	$ 56,032,028	$71,712,928	$69,731,566
Grants/Contributions	3,720,745	2,766,579	1,892,336	3,402,992	5,613,081	6,169,571
Property Taxes	4,699,241	4,528,807			4,699,241	4,528,807
Other Taxes	3,597,190	3,570,471			3,597,190	3,570,471
Shared Revenues	2,088,744	2,012,550			2,088,744	2,012,550
Investment Earnings	100,579	154,667	388,496	283,248	489,075	437,915
Other	503,570	829,289	69,094	75,422	572,664	904,711
Total Revenues	**28,613,613**	**27,561,901**	**60,159,310**	**59,793,690**	**88,772,923**	**87,355,591**
Expenses:						
General Government	11,996,774	12,192,945			11,996,774	12,192,945
Public Safety	12,600,590	15,887,751			12,600,590	15,887,751
Physical Environment	3,055,646	3,061,232			3,055,646	3,061,232
Economic Development	817,422	1,075,995			817,422	1,075,995
Recreation	1,221,988	1,236,510			1,221,988	1,236,510
Interest on Long Term Debt	565,742	592,542			565,742	592,542
Water/Sewer			44,710,558	43,873,364	44,710,558	43,873,364
Stormwater			1,167,900	1,023,881	1,167,900	1,023,881
Unallocated Depreciation	125,871	1,303,323			125,871	1,303,323
Total Expenses	**30,384,033**	**35,350,298**	**45,878,458**	**44,897,245**	**76,262,491**	**80,247,543**
Net before Transfers	**(1,770,420)**	**(7,788,397)**	**14,280,852**	**14,896,445**	**12,510,432**	**7,108,048**
Transfers	7,226,129	11,102,408	(7,226,129)	(11,102,408)		
Increase/(decrease in net position)	**5,455,709**	**3,314,011**	**7,054,723**	**3,794,037**	**12,510,432**	**7,108,048**
Net position, beginning of year (Restated)	31,173,476	27,859,465	132,342,645	128,548,608	163,516,121	156,408,073
Net Position, End of Year	**$36,629,185**	**$31,173,476**	**139,397,368**	**132,342,645**	**176,026,553**	**163,516,121**

Net Postion restated with a prior period adjustment (see Note IV L.in FY2015 CAFR).

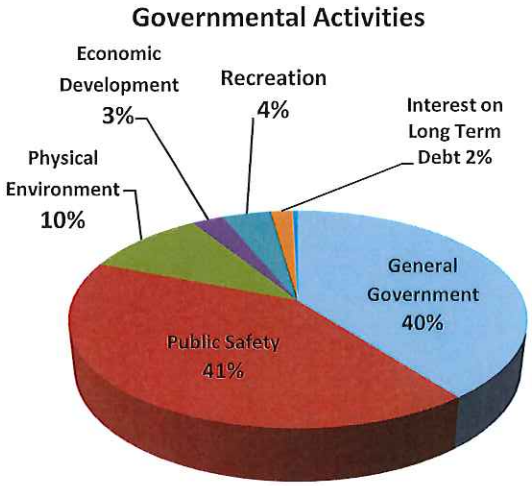
COCOA
FLORIDA

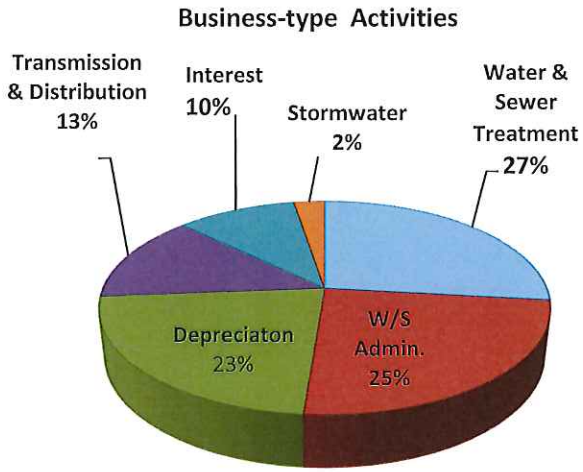
FY2016
REVENUES BY SOURCE





FY2016 EXPENDITURES BY FUNCTIONS



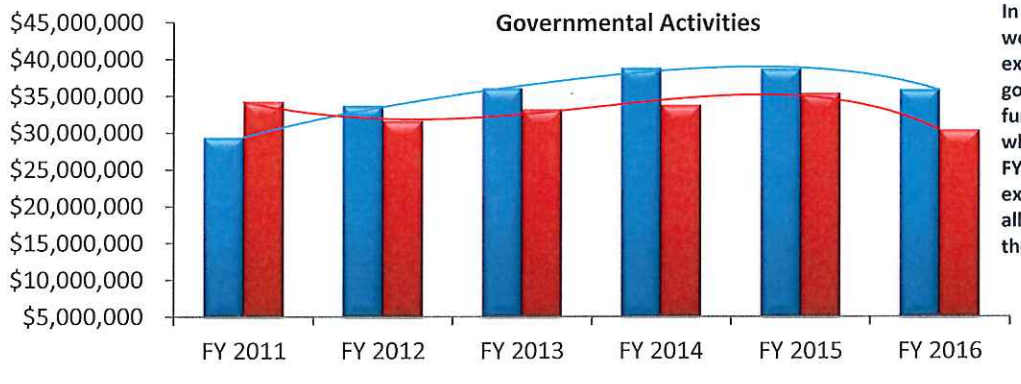


Divisions classified in the Governmental Activities Expenditures:
General Government - City Council, City Manager, City Clerk, Finance Administration, General Accounting, Purchasing, Utility Accounting, Information Technology, General Operations, Human Resources, Fleet Maintenance, Community Services and Facility Maintenance
Public Safety – Fire and Police
Physical Environment - Public Works Administration, Public Works Maintenance, Sanitation and Capital Projects
Economic Development - Economic Development, Community Redevelopment Agencies and Housing Grants
Recreation - Parks and Beautification, Leisure Services

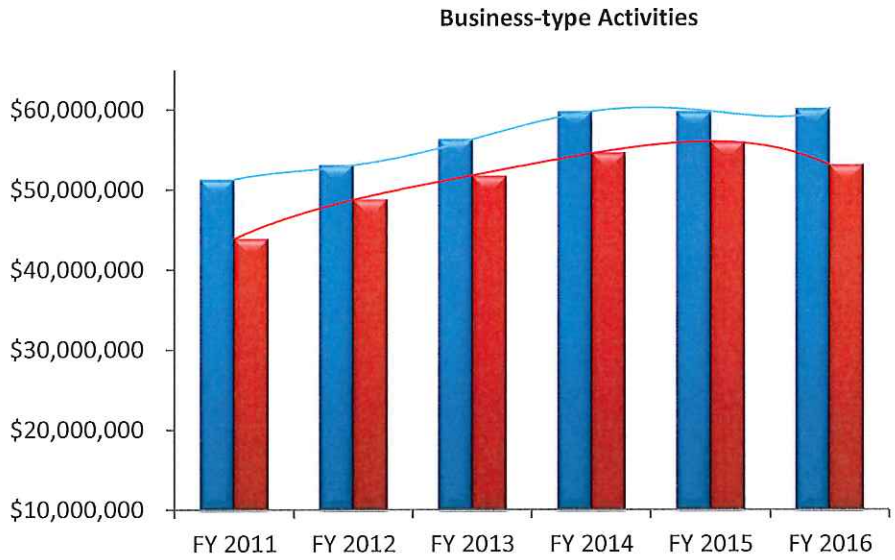
Divisions classified in the Business-type Activities Expenditures:
Administration – Water/Waste Water Administration, Engineering and Field Services
Transmission & Distribution - Water/Waste Water Field Operations
Stormwater - Stormwater Administration and Operations
Water/Sewer Treatment - Dyal Water Treatment Plant and Sellers Water Reclamation Facility

COCOA
FLORIDA

REVENUES VS. EXPENDITURES HISTORY



In FY 2011, the revenues were less than the expenditures, requiring the governmental activities to be funded by using reseves, whereas in FY 2012 through FY 2016 the revenues exceeded expenditures. allowing the City to replenish the reserves.



For FY 2011 through FY2016, the Business-type Activies have experienced a consistant ratio of revenue to expenses with revenues increasing slightly in FY2016 and expenses

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NET POSITION

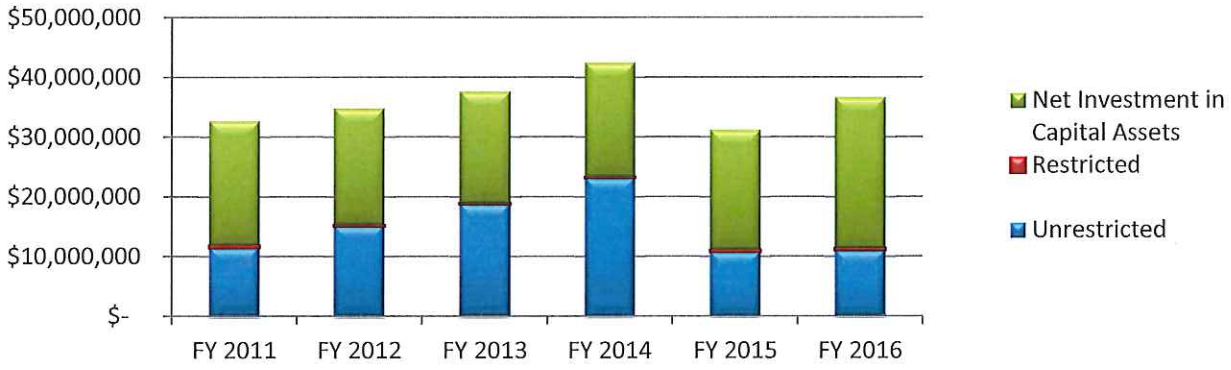
Net position (referred to as Fund Balance in the Governmental Funds) represents the difference in total assets and total liabilities. Increases and decreases in net position over time may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Although the accounting for Net Position in Governmental Funds and Proprietary Funds may be different, both Funds may be divided into three categories: net investment in capital assets, restricted and unrestricted.

Net Investment in Capital Assets represents total capital assets less accumulated depreciation less debt directly related to capital assets.

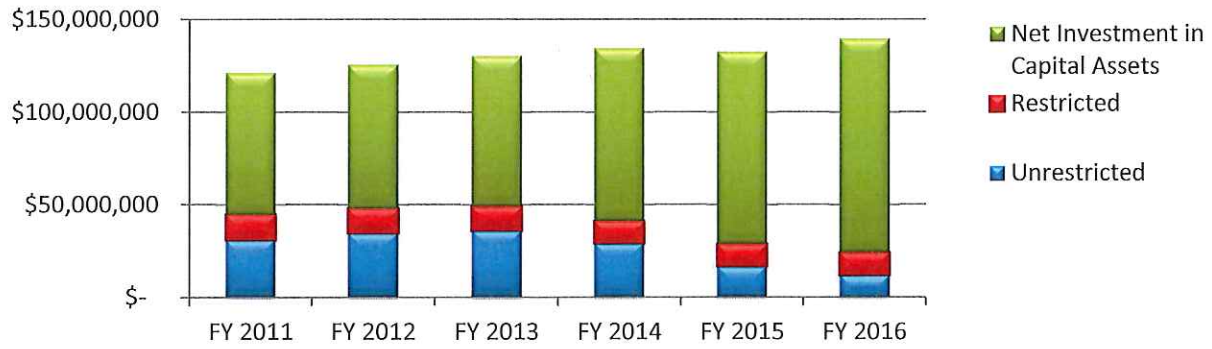
Restricted is the portion of net position that has constraints that are externally imposed by creditors, grantors, contributors, law/regulation of other governments or imposed by law through constitutional provisions/enabling legislation.

Unrestricted is the remaining net position that is available for spending in future years on one-time expenditures. Recurring costs should not be funded by unrestricted net assets without anticipation of recurring revenue sources to sustain the expenditures.

GOVERNMENTAL FUND BALANCE



BUSINESS-TYPE NET POSITION



COCOA
FLORIDA

SUMMARY

The PAFR provides the reader with a general overview of the FY2016 financial activities. Supplementary to this document, the Management Discussion and Analysis (MD&A) and the Transmittal Letter in the CAFR are especially helpful to less experienced users of financial statements by providing an overall summary of the CAFR. For more detailed information, the CAFR references below provide a summary of the major sections with a brief description and page number.

CAFR References:

DOCUMENT	DESCRIPTION	PAGE
Transmittal Letter	Introduction to the CAFR, profile of the government and assessment of the government's economic conditions.	5
Management's Discussion and Analysis (MD&A)	Introduction to the basic financial statements and an analytical overview.	19
Primary Government Statement of Net Position (Total City)	Detailed list of Assets Detailed list of Liabilities and Net Position	34 36
Governmental Fund Statements	Balance Sheet by Fund Statement of Revenues, Expenditures and Changes in Fund Balances	40 42
Proprietary Fund Statements	Assets by Fund Liabilities and Net Position by Fund Statement of Revenues, Expenses and Changes in Fund Net Position by Fund	44 45 46
Notes to Financial Statements	Note I Summary of Significant Accounting Policies Note II Reconciliation of Government-wide and Fund Financial Statements Note III Detailed Notes on all Funds Note IV Other Information	51 64 65 87
Supplementary Information	Required Pension Information General Fund Budget to Actual Report by Category Budgetary Information Non-major Governmental Funds	115 125 131 133
Statistical Information	Statistics on the government's economic condition	158
Other Reports	Audit Compliance Report Summary of Auditors' Results Schedule of Findings and Questioned Costs Auditors' Management Letter with Prior Year Internal Control Findings Independent Accountants' Report on Compliance With Local Government Investment Policies	199 201 203 209 213

Legislation Details (With Text)

File #:	17-239	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	5/16/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Provide direction as to whether City Council intends to renew the City Manager's Employment Agreement. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	City Manager's Employment Agreement First Addendum to City Manager's Employment Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2017
Agenda Date: May 23, 2017
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Provide direction as to whether City Council intends to renew the City Manager's Employment Agreement.

BACKGROUND:

Section 4, of the existing City Manager's Employment Agreement requires City Council, at a public meeting, to decide whether to offer the City Manager a renewal of the agreement.

The existing employment agreement provides that this should take place six months prior the expiration of the agreement. The existing employment agreement is scheduled to terminate on September 30, 2017.

It should be noted that this item should've ideally been brought to City Council for its direction at its first meeting in April 2017. In large measure due to legislative advocacy efforts related to the recent Legislative Session, this did not occur. However, in the recruitment process for the Community Services Director position, there have been several inquiries as to the current status of the City Manager's contract.

If City Council intends to renew the City Manager's Employment Agreement, the City Attorney and City Manager will mutually review the terms and conditions of the existing agreement and present a new agreement to City Council at the next available City Council meeting on June 27, 2017.

Additionally, the City Manager will provide a memorandum to City Council regarding a performance evaluation for this past fiscal year's performance which will aid in the formulation of the budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

City Council approved the initial City Manager's Employment Agreement on January 9, 2013, with an effective date of February 23, 2013.

City Council approved a First Addendum to City Manager's Employment Agreement on August 26, 2014.

RECOMMENDED MOTION:

Provide direction as to whether City Council intends to renew the City Manager's Employment Agreement.

CITY MANAGER'S
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 9 day of January, 2013, between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation (hereinafter referred to as the "Employer") and **JOHN TITKANICH** (hereinafter referred to as the "Executive").

WHEREAS, Employer is a Florida municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Employer is desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and

WHEREAS, the Executive has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of City Manager and is desirous of becoming the City Manager; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. **Employment and Duties**. Employer employs the Executive in the capacity of City Manager of Cocoa, Florida. The Executive agrees to perform such duties as set forth in the Charter and Ordinances of the City of Cocoa, as said Ordinances and Charter may be amended from time to time, together with such other duties as may be properly and legally assigned to him from time to time by the Cocoa City Council. Executive also agrees to perform such duties prescribed by the laws of the State of Florida and United States of America, including regulations of other appropriate administrative agencies, relating to the City of Cocoa and the position of City Manager. All such duties shall be performed within the time frames or deadlines expressly imposed by law, applicable policy, rule, or established by the City Council. Absent a legally or City Council imposed deadline, the Executive shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

The Executive shall request of the City Council from time to time such decisions or actions of the City Council which the Executive may determine are reasonably necessary for the successful accomplishment of his duties as City Manager. And, the Executive shall assign or devote such resources and personnel in a manner in his judgment to best serve the interest of the City of Cocoa, Florida, consistent with the policies and direction of the City Council.

2. **Performance**. The Executive agrees to devote his entire time and attention to the business of the Employer, and shall not render any services of a professional or business nature to any other person or organization without the Employer's prior written consent. However, this paragraph shall not be construed to prohibit or restrict Executive from serving on non-profit boards or providing other charitable or civic services to the community, provided such service is without compensation. Furthermore, Employer agrees that Executive shall be permitted to continue to serve as the 2012/2013 President of the Florida Brownfields Association. In addition, the Executive may during off-duty hours undertake teaching; provided that said teaching shall not interfere with the Executive's duties and responsibilities as the Executive.

3. **Term**. The term of this Agreement shall commence on **February 25, 2013** and shall continue and terminate on midnight **February 26, 2016,** unless sooner terminated as provided herein.

4. **Contract Renewal**. On or before the first City Council meeting six months prior to the expiration of this Agreement, the City Council shall, at a public meeting decide whether to offer the Executive a renewal of the contract, effective beginning immediately upon the expiration of the current term. If City Council decides to renew the contract, then said renewal shall be subject to the opening of negotiations on all terms and conditions under this Agreement and a final binding contract being reached prior to the expiration of the current term.

5. **Compensation**. For his services to the Employer, the Executive shall be compensated as follows:

(a) **Salary**. The Executive shall receive a starting salary of One Hundred Fifteen Thousand and No/100 Dollars ($115,000.00), payable in installments at the same time as other Executives of the Employer are paid, less appropriate deductions for employment taxes, income tax and other lawful withholdings. Said salary shall be increased by Fifteen Thousand ($15,000.00) at the first anniversary of this Agreement and an additional Seven Thousand Five Hundred ($7,500.00) at the second anniversary. The Executive's annual base salary may also be adjusted in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. The Executive may also receive merit increases in salary or performance bonuses at the discretion of the City Council from time-to-time. The Executive shall also receive the same cost of living adjustment (COLA) that may be provided to other City management personnel.

(b) **Retirement Plan**. Employee shall be entitled to the same retirement benefits as Employer's department directors. In addition, the Employer agrees to contribute on behalf of Employee, on an annual basis, into an ICMA 457 qualified retirement plan at a rate of five percent (5) of annual salary. Within sixty (60) days of the effective date of this Agreement, Employer shall add such amendments to its current pension plan to effectuate the foregoing ICMA Plan, if necessary.

(c) **Flexible Benefit Spending Account**. The Employer agrees to contribute

an additional Twenty-Five and No/100 Dollars ($25.00) per week above the Employer's standard non-union employee contribution for said Flexible Benefit Spending Account.

6. **Conditions of Employment**. The Executive, on condition of his employment by the Employer, agrees to the following:

(a) **Hours of Work**. The Executive agrees that, subject to Executive's inability to work due to sickness or injury, at all times during the term of this Agreement, he will arrange to be available to perform the duties of his employment not only during the regular business hours of the Employer, but also at such other times as the Employer shall from time to time reasonably request and that he shall not be entitled to any compensation in addition to that provided for herein for services rendered by him outside of the City's regular business hours, or on Saturdays, Sundays or holidays. Additionally, the Employer recognizes that as the chief executive officer of the City, the Executive shall be permitted a reasonable amount of flex time, from time to time, in order to reasonably accommodate and balance both his work and personal responsibilities.

(b) **Vacation, Sick Leave, Holidays and Other Benefits**. Executive shall be entitled to vacation time, and sick leave, holidays and other benefits (except retirement) provided to the other of Employer's Management Employees. Accrued vacation and sick time may be carried forward from year-to-year up to a cap of 720 hours for each.

(c) **Insurance**. Employer shall provide such health and life insurance upon the life of the Executive and his dependents as provided to the other of Employer's Management Employees.

(d) **Professional Association Dues**. Employer shall pay the dues for Executive's membership and professional associations as approved by the City Council.

(e) **Professional Development**. Employer hereby agrees to budget for and pay for travel and subsistence expenses of Executive for professional and official travel to include FCCMA, Florida League of Cities annual conferences and any other conferences or seminars approved by the City Council. In addition, during the first year of this Agreement, the Employer agrees that Executive may attend, and the Employer shall pay for travel and subsistence expenses of Executive to attend, the Florida Brownfield's Association 2013 Annual Conference and the Environmental Protection Agency/ICMA 2013 National Brownfields Conference. The City Council will also agree to pay for trips to Tallahassee and Washington, D.C. when such trips are deemed necessary to support the City's federal and state legislative agenda. The payment of such expenses shall be in accordance with Section 2-76 of the City Code, Reimbursement Policy For Travel Expenses, as amended from time to time, or as otherwise approved by the City Council.

(f) **Computer Equipment and Cell Phone**. Employer shall provide the Executive with adequate computer equipment and a cell phone in order for him to adequately perform the responsibilities of City Manager.

(g) **Residency.** Pursuant to Article IV, Section 1(b) of the City Charter, the Executive shall either be a resident of the City of Cocoa, or as expressly authorized by the City Council by this paragraph, reside within 15 miles of the City limits, and so remain through the tenure of holding the office of the city manager.

7. **Automobile**. The Employer shall provide the Executive with the use of a City owned automobile in the discharge of his employment duties pursuant to this Agreement, or at Executive's request, an automobile allowance equal to Six Hundred and no/100 Dollars ($600.00) per month. Any official travel on City business over fifty (50) miles (one way) shall be reimbursed according to the City's Travel Policy. To the extent that the use of the automobile constitutes income or a taxable benefit to the Executive, Executive agrees to account for such income or benefit per IRS regulations. If a City owned automobile is provided pursuant to this paragraph, the Executive may use said automobile for personal use within the State of Florida.

8. **Indemnification**. Employer shall defend, indemnify and hold Executive harmless against any and all civil claims, demands, actions, suits, expenses and losses, including reasonable attorney's fees, arising out of the action or omission of Executive within the scope of his duties as City Manager, except for acts or omissions acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. ("Covered Loss"). Criminal litigation shall not be included in this indemnity clause. The Employer may, at Employer's option, provide for legal representation of Executive through the City Attorney or outside counsel of its choice or may choose to reimburse the Executive for legal fees incurred as a result of a Covered Loss. If the City provides legal representation in an action which is not a Covered Loss, Executive shall reimburse Employer for the value of the services provided by outside counsel or the City Attorney.

9. **Termination and Severance Pay**.

(a) The Executive shall serve at the pleasure of the Employer. The City Council reserves the right at any time in its sole discretion and for any reason whatsoever, or for no reason, to terminate Executive's employment pursuant to the terms and conditions of the City Charter at a duly held public meeting. However, if the Executive is terminated at the pleasure of the City Council pursuant to this subparagraph (a), without cause, the Executive shall receive lump sum severance pay in the amount of twenty (20) weeks salary. Under no circumstances will severance pay exceed twenty weeks in accordance with the maximum severance pay limitations set forth in section 215.425, Florida Statutes. In addition, Executive shall receive a lump sum cash settlement representing payment for one hundred percent (100%) of all unused vacation and accrued sick leave through the termination date, not to exceed 720 hours for sick leave. Payment of the severance pay and unused sick and vacation shall be made within ten (10) calendar days of the Executive and the City executing and delivering the general release described in the subsequent paragraph to each other.

Executive agrees that the City Council shall have the sole and absolute discretion to decide upon such termination under this subparagraph (a) and upon such termination and as consideration of the severance pay provided above, Executive and the City shall, execute and deliver to each other a reciprocal general release indemnifying and holding harmless each other for all acts and omissions related to the Executive's employment with the City (whether accrued or subsequently accruing) from the beginning of time until the date of the release. The general release shall be prepared by the City Attorney and in a form agreeable to the City and Executive, and the indemnity to the City shall include not only the City, but the City's council members, Executives, and attorneys in their official and individual capacities. The Executive and the City shall not unreasonably withhold approval and execution of the general release.

(b) If the Executive is terminated by the City Council because of: (1) conviction of a felony; (2) misfeasance or malfeasance; (3) failure to carry out the duties assigned under this Agreement; or (4) conviction of a violation of the Florida Ethics Laws or any illegal act involving personal gain to his; then the Executive shall only receive compensation for one hundred percent (100%) of his unused vacation and sick leave accrued through the termination date not to exceed seven hundred twenty (720) hours of sick leave. Executive shall not be entitled to any additional compensation or severance pay. If City Council terminates Executive for cause pursuant to this subparagraph (b), the Executive's sole legal remedy is an action in the court of appropriate jurisdiction and venue. If said court fails to reverse the City Council's decision, Executive agrees that he will accept the payments provided in this subparagraph (b) in full satisfaction of the Employer's obligations under this Agreement and in full release of any and all claims against the Employer, and its City Council, Executives, and City Attorney, both individually and in their official capacity, under this Agreement. However, if said court determines that the City Council did not properly terminate Executive for cause under this Agreement, the parties agree that such termination from employment shall be deemed a termination without cause, and the provisions of paragraph 9(a) shall apply in their entirety, and the court may also grant such other relief deemed lawful and appropriate.

(c) The Executive may terminate this Agreement at any time upon giving Employer at least ninety (90) days written notice in advance. The Executive shall receive compensation for one hundred percent (100%) of his unused vacation and sick leave accrued through the termination date not to exceed seven hundred twenty (720) hours of sick leave. Executive shall not be entitled to any additional compensation or severance pay.

(d) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Executive in a greater percentage than that applicable to an across-the-board reduction for all Executives of the Employer or, in the event Employer refuses, following written notice to comply with any other written provision benefitting Executive herein, or the Executive resigns following an unambiguous and clear consensus or suggestion of a majority of the City Council (as required by City Charter to terminate the Executive), at a particular duly held City Council meeting, that he resign for no cause, then in that event Executive may at his option resign at that meeting and be deemed to have been "terminated" for purposes of applying paragraph 9 (a).

(e) In the event of the death of the Executive during the term of this Agreement, this Agreement shall automatically terminate and the Employer shall pay to his surviving spouse, if any, or if the Executive does not have a surviving spouse, to the estate of the Executive or beneficiary(ies) designated in writing by Executive, an amount equal to the portion of the Executive's salary to which he was entitled through the date of this death, plus any other death benefits provided to other Employer's Management Executives, if any.

10. **Lifetime Health Insurance**. The parties acknowledge that Executive is eligible, as a member of the City's Executive Management Team, for one hundred percent (100%) City paid health (including dental and vision) insurance for his lifetime upon retirement pursuant to the benefits policy adopted by the City Council and in effect during the time Executive was the Community Development Director of the City including Resolutions No. 2008-133 and No. 2009-150. The eligibility criteria for lifetime health insurance benefits requires the Executive to retire with at least 10 consecutive years of full-time service with the City, of which at least five (5) years are as part of the City's Executive Management Team, and be of at least 55 years of age upon retirement from the City. Employer agrees that should the Executive be terminated in accordance with paragraph 9 (a) or 9 (c) of this Agreement, and Executive is no longer employed with the City of Cocoa after said termination, Executive shall receive the one hundred percent (100%) lifetime health insurance benefit regardless if Executive is not age fifty-five (55). Executive shall not be eligible for the one hundred percent (100%) lifetime health insurance benefit, prior to meeting the eligibility requirements, if he is terminated pursuant to paragraph 9 (b) of this Agreement. This paragraph shall not be construed to provide Executive with any benefit greater than other eligible members of the City's Executive Management Team that received or could receive the one hundred percent (100%) lifetime health insurance benefit in accordance with the terms and conditions of the aforementioned resolutions, except that Executive could receive said benefit prior to age 55 if he is terminated pursuant to paragraph 9 (a) or 9 (c) of this Agreement.

11. **Evaluation**.

(a) The City Council shall review and evaluate Executive's performance during each anniversary of the term of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Executive.

(b) Annually, the City Council and Executive shall define such goals and performance objectives that they deem necessary for the proper operation of the City and in the attainment of City Council policy objectives, and shall further establish relative priority among those various goals and objectives that shall be reduced to writing. They shall generally be within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

12. **General Provisions**.

(a) The text herein constitutes the entire Agreement between the parties, and it may not be modified except by written Agreement signed by both parties.

(b) If any provision or portion of this Agreement is found to be unenforceable, then the remainder of this Agreement shall not be affected and shall remain in full force and effect.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Executive.

(d) This Agreement shall be interpreted and governed by the laws of Florida. Venue for any action hereunder shall be in Brevard County, Florida, or if a federal action is commenced, in the Federal Court in Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Witness:

EXECUTIVE:

John Titkanich

STATE OF FLORIDA) SS:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **JOHN TITKANICH**, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of January, 2013.

NOTARY PUBLIC

CARIE E. SHEALY
Comm# DD0888388
Expires 8/30/2013
Florida Notary Assn., Inc

EMPLOYER:

Henry U. Parrish, Mayor

ATTEST:

Joan Clark, City Clerk

FIRST ADDENDUM TO
CITY MANAGER'S
EMPLOYMENT AGREEMENT

THIS FIRST ADDENDUM, made this 26 day of August, 2014, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "Employer") and **JOHN A. TITKANICH** (hereinafter referred to as the "Executive").

WHEREAS, the Employer and Executive entered into that certain City Manager's Employment Agreement, dated January 9, 2013 ("Agreement"); and

WHEREAS, Employer and Executive are desirous of amending the Agreement as more specifically set forth herein; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. Section 3. **Term** is hereby amended so that the term of the Agreement shall continue and terminate on midnight **September 30, 2017**, unless sooner terminated as provided herein.

2. Section 5 (a) and (b) under the paragraph heading **Compensation** are hereby amended and replaced with the following:

For his services to the Employer, the Executive shall be compensated as follows:

(a) **Salary**. Effective October 1, 2014, the Executive shall receive a salary of One Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars ($137,500.00), payable in installments at the same time as other Executives of the Employer are paid, less appropriate deductions for employment taxes, income tax and other lawful withholdings. Said salary shall be increased by Seven Thousand Five Hundred ($7,500.00) on October 1, 2015. Thereafter, on October 1, 2016, the Executive's salary shall be increased by three and one-half percent (3.5%), plus an additional performance increase of not to exceed three percent (3%) of the previous year's salary based on a performance evaluation conducted by Employer prior to the end of the previous City fiscal year. The performance evaluation shall be conducted by the City Council and each Council member shall determine and rank whether the Executive's performance meets (1%), is above (2%), or exceeds expectation (3%). The additional performance salary increase shall equal the average of the individual council rankings. Nothing contained herein shall prohibit the City Council from providing other merit increases in salary or performance bonuses at the sole discretion of the City Council from time-to-time. The Executive shall also receive the same cost of living adjustment (COLA) that may be provided to other City management personnel.

(b) **Retirement Plan**. Employee shall be entitled to the same retirement benefits as Employer's department directors. In addition, the Employer agrees to contribute on behalf of Employee, on an annual basis, and at a rate of five percent (5) of Executive's annual salary, into an ICMA 457 qualified retirement plan or the City's Nationwide 457 qualified retirement plan depending on which plan is chosen by the Executive. Employer shall add such amendments to its current pension plan to effectuate the foregoing ICMA or City's Nationwide Plan, if necessary.

3. All other terms and conditions of the Agreement not modified by this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Witness:

EXECUTIVE:

John A. Titkanich

STATE OF FLORIDA) SS:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **JOHN TITKANICH**, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of August, 2014.

NOTARY PUBLIC

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

EMPLOYER:

ATTEST:

Joan Clark, City Clerk

Henry U. Parrish, Mayor

CITY MANAGER'S
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 9 day of January, 2013, between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation (hereinafter referred to as the "Employer") and **JOHN TITKANICH** (hereinafter referred to as the "Executive").

WHEREAS, Employer is a Florida municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Employer is desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and

WHEREAS, the Executive has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of City Manager and is desirous of becoming the City Manager; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. **Employment and Duties.** Employer employs the Executive in the capacity of City Manager of Cocoa, Florida. The Executive agrees to perform such duties as set forth in the Charter and Ordinances of the City of Cocoa, as said Ordinances and Charter may be amended from time to time, together with such other duties as may be properly and legally assigned to him from time to time by the Cocoa City Council. Executive also agrees to perform such duties prescribed by the laws of the State of Florida and United States of America, including regulations of other appropriate administrative agencies, relating to the City of Cocoa and the position of City Manager. All such duties shall be performed within the time frames or deadlines expressly imposed by law, applicable policy, rule, or established by the City Council. Absent a legally or City Council imposed deadline, the Executive shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

The Executive shall request of the City Council from time to time such decisions or actions of the City Council which the Executive may determine are reasonably necessary for the successful accomplishment of his duties as City Manager. And, the Executive shall assign or devote such resources and personnel in a manner in his judgment to best serve the interest of the City of Cocoa, Florida, consistent with the policies and direction of the City Council.

2. **Performance**. The Executive agrees to devote his entire time and attention to the business of the Employer, and shall not render any services of a professional or business nature to any other person or organization without the Employer's prior written consent. However, this paragraph shall not be construed to prohibit or restrict Executive from serving on non-profit boards or providing other charitable or civic services to the community, provided such service is without compensation. Furthermore, Employer agrees that Executive shall be permitted to continue to serve as the 2012/2013 President of the Florida Brownfields Association. In addition, the Executive may during off-duty hours undertake teaching; provided that said teaching shall not interfere with the Executive's duties and responsibilities as the Executive.

3. **Term**. The term of this Agreement shall commence on **February 25, 2013** and shall continue and terminate on midnight **February 26, 2016**, unless sooner terminated as provided herein.

4. **Contract Renewal**. On or before the first City Council meeting six months prior to the expiration of this Agreement, the City Council shall, at a public meeting decide whether to offer the Executive a renewal of the contract, effective beginning immediately upon the expiration of the current term. If City Council decides to renew the contract, then said renewal shall be subject to the opening of negotiations on all terms and conditions under this Agreement and a final binding contract being reached prior to the expiration of the current term.

5. **Compensation**. For his services to the Employer, the Executive shall be compensated as follows:

(a) **Salary**. The Executive shall receive a starting salary of One Hundred Fifteen Thousand and No/100 Dollars ($115,000.00), payable in installments at the same time as other Executives of the Employer are paid, less appropriate deductions for employment taxes, income tax and other lawful withholdings. Said salary shall be increased by Fifteen Thousand ($15,000.00) at the first anniversary of this Agreement and an additional Seven Thousand Five Hundred ($7,500.00) at the second anniversary. The Executive's annual base salary may also be adjusted in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. The Executive may also receive merit increases in salary or performance bonuses at the discretion of the City Council from time-to-time. The Executive shall also receive the same cost of living adjustment (COLA) that may be provided to other City management personnel.

(b) **Retirement Plan**. Employee shall be entitled to the same retirement benefits as Employer's department directors. In addition, the Employer agrees to contribute on behalf of Employee, on an annual basis, into an ICMA 457 qualified retirement plan at a rate of five percent (5) of annual salary. Within sixty (60) days of the effective date of this Agreement, Employer shall add such amendments to its current pension plan to effectuate the foregoing ICMA Plan, if necessary.

(c) **Flexible Benefit Spending Account**. The Employer agrees to contribute

an additional Twenty-Five and No/100 Dollars ($25.00) per week above the Employer's standard non-union employee contribution for said Flexible Benefit Spending Account.

6. **Conditions of Employment**. The Executive, on condition of his employment by the Employer, agrees to the following:

(a) **Hours of Work**. The Executive agrees that, subject to Executive's inability to work due to sickness or injury, at all times during the term of this Agreement, he will arrange to be available to perform the duties of his employment not only during the regular business hours of the Employer, but also at such other times as the Employer shall from time to time reasonably request and that he shall not be entitled to any compensation in addition to that provided for herein for services rendered by him outside of the City's regular business hours, or on Saturdays, Sundays or holidays. Additionally, the Employer recognizes that as the chief executive officer of the City, the Executive shall be permitted a reasonable amount of flex time, from time to time, in order to reasonably accommodate and balance both his work and personal responsibilities.

(b) **Vacation, Sick Leave, Holidays and Other Benefits**. Executive shall be entitled to vacation time, and sick leave, holidays and other benefits (except retirement) provided to the other of Employer's Management Employees. Accrued vacation and sick time may be carried forward from year-to-year up to a cap of 720 hours for each.

(c) **Insurance**. Employer shall provide such health and life insurance upon the life of the Executive and his dependents as provided to the other of Employer's Management Employees.

(d) **Professional Association Dues**. Employer shall pay the dues for Executive's membership and professional associations as approved by the City Council.

(e) **Professional Development**. Employer hereby agrees to budget for and pay for travel and subsistence expenses of Executive for professional and official travel to include FCCMA, Florida League of Cities annual conferences and any other conferences or seminars approved by the City Council. In addition, during the first year of this Agreement, the Employer agrees that Executive may attend, and the Employer shall pay for travel and subsistence expenses of Executive to attend, the Florida Brownfield's Association 2013 Annual Conference and the Environmental Protection Agency/ICMA 2013 National Brownfields Conference. The City Council will also agree to pay for trips to Tallahassee and Washington, D.C. when such trips are deemed necessary to support the City's federal and state legislative agenda. The payment of such expenses shall be in accordance with Section 2-76 of the City Code, Reimbursement Policy For Travel Expenses, as amended from time to time, or as otherwise approved by the City Council.

(f) **Computer Equipment and Cell Phone**. Employer shall provide the Executive with adequate computer equipment and a cell phone in order for him to adequately perform the responsibilities of City Manager.

(g) **Residency.** Pursuant to Article IV, Section 1(b) of the City Charter, the Executive shall either be a resident of the City of Cocoa, or as expressly authorized by the City Council by this paragraph, reside within 15 miles of the City limits, and so remain through the tenure of holding the office of the city manager.

7. **Automobile**. The Employer shall provide the Executive with the use of a City owned automobile in the discharge of his employment duties pursuant to this Agreement, or at Executive's request, an automobile allowance equal to Six Hundred and no/100 Dollars ($600.00) per month. Any official travel on City business over fifty (50) miles (one way) shall be reimbursed according to the City's Travel Policy. To the extent that the use of the automobile constitutes income or a taxable benefit to the Executive, Executive agrees to account for such income or benefit per IRS regulations. If a City owned automobile is provided pursuant to this paragraph, the Executive may use said automobile for personal use within the State of Florida.

8. **Indemnification**. Employer shall defend, indemnify and hold Executive harmless against any and all civil claims, demands, actions, suits, expenses and losses, including reasonable attorney's fees, arising out of the action or omission of Executive within the scope of his duties as City Manager, except for acts or omissions acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. ("Covered Loss"). Criminal litigation shall not be included in this indemnity clause. The Employer may, at Employer's option, provide for legal representation of Executive through the City Attorney or outside counsel of its choice or may choose to reimburse the Executive for legal fees incurred as a result of a Covered Loss. If the City provides legal representation in an action which is not a Covered Loss, Executive shall reimburse Employer for the value of the services provided by outside counsel or the City Attorney.

9. **Termination and Severance Pay**.

(a) The Executive shall serve at the pleasure of the Employer. The City Council reserves the right at any time in its sole discretion and for any reason whatsoever, or for no reason, to terminate Executive's employment pursuant to the terms and conditions of the City Charter at a duly held public meeting. However, if the Executive is terminated at the pleasure of the City Council pursuant to this subparagraph (a), without cause, the Executive shall receive lump sum severance pay in the amount of twenty (20) weeks salary. Under no circumstances will severance pay exceed twenty weeks in accordance with the maximum severance pay limitations set forth in section 215.425, Florida Statutes. In addition, Executive shall receive a lump sum cash settlement representing payment for one hundred percent (100%) of all unused vacation and accrued sick leave through the termination date, not to exceed 720 hours for sick leave. Payment of the severance pay and unused sick and vacation shall be made within ten (10) calendar days of the Executive and the City executing and delivering the general release described in the subsequent paragraph to each other.

Executive agrees that the City Council shall have the sole and absolute discretion to decide upon such termination under this subparagraph (a) and upon such termination and as consideration of the severance pay provided above, Executive and the City shall, execute and deliver to each other a reciprocal general release indemnifying and holding harmless each other for all acts and omissions related to the Executive's employment with the City (whether accrued or subsequently accruing) from the beginning of time until the date of the release. The general release shall be prepared by the City Attorney and in a form agreeable to the City and Executive, and the indemnity to the City shall include not only the City, but the City's council members, Executives, and attorneys in their official and individual capacities. The Executive and the City shall not unreasonably withhold approval and execution of the general release.

(b) If the Executive is terminated by the City Council because of: (1) conviction of a felony; (2) misfeasance or malfeasance; (3) failure to carry out the duties assigned under this Agreement; or (4) conviction of a violation of the Florida Ethics Laws or any illegal act involving personal gain to his; then the Executive shall only receive compensation for one hundred percent (100%) of his unused vacation and sick leave accrued through the termination date not to exceed seven hundred twenty (720) hours of sick leave. Executive shall not be entitled to any additional compensation or severance pay. If City Council terminates Executive for cause pursuant to this subparagraph (b), the Executive's sole legal remedy is an action in the court of appropriate jurisdiction and venue. If said court fails to reverse the City Council's decision, Executive agrees that he will accept the payments provided in this subparagraph (b) in full satisfaction of the Employer's obligations under this Agreement and in full release of any and all claims against the Employer, and its City Council, Executives, and City Attorney, both individually and in their official capacity, under this Agreement. However, if said court determines that the City Council did not properly terminate Executive for cause under this Agreement, the parties agree that such termination from employment shall be deemed a termination without cause, and the provisions of paragraph 9(a) shall apply in their entirety, and the court may also grant such other relief deemed lawful and appropriate.

(c) The Executive may terminate this Agreement at any time upon giving Employer at least ninety (90) days written notice in advance. The Executive shall receive compensation for one hundred percent (100%) of his unused vacation and sick leave accrued through the termination date not to exceed seven hundred twenty (720) hours of sick leave. Executive shall not be entitled to any additional compensation or severance pay.

(d) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Executive in a greater percentage than that applicable to an across-the-board reduction for all Executives of the Employer or, in the event Employer refuses, following written notice to comply with any other written provision benefitting Executive herein, or the Executive resigns following an unambiguous and clear consensus or suggestion of a majority of the City Council (as required by City Charter to terminate the Executive), at a particular duly held City Council meeting, that he resign for no cause, then in that event Executive may at his option resign at that meeting and be deemed to have been "terminated" for purposes of applying paragraph 9 (a).

(e) In the event of the death of the Executive during the term of this Agreement, this Agreement shall automatically terminate and the Employer shall pay to his surviving spouse, if any, or if the Executive does not have a surviving spouse, to the estate of the Executive or beneficiary(ies) designated in writing by Executive, an amount equal to the portion of the Executive's salary to which he was entitled through the date of this death, plus any other death benefits provided to other Employer's Management Executives, if any.

10. **Lifetime Health Insurance**. The parties acknowledge that Executive is eligible, as a member of the City's Executive Management Team, for one hundred percent (100%) City paid health (including dental and vision) insurance for his lifetime upon retirement pursuant to the benefits policy adopted by the City Council and in effect during the time Executive was the Community Development Director of the City including Resolutions No. 2008-133 and No. 2009-150. The eligibility criteria for lifetime health insurance benefits requires the Executive to retire with at least 10 consecutive years of full-time service with the City, of which at least five (5) years are as part of the City's Executive Management Team, and be of at least 55 years of age upon retirement from the City. Employer agrees that should the Executive be terminated in accordance with paragraph 9 (a) or 9 (c) of this Agreement, and Executive is no longer employed with the City of Cocoa after said termination, Executive shall receive the one hundred percent (100%) lifetime health insurance benefit regardless if Executive is not age fifty-five (55). Executive shall not be eligible for the one hundred percent (100%) lifetime health insurance benefit, prior to meeting the eligibility requirements, if he is terminated pursuant to paragraph 9 (b) of this Agreement. This paragraph shall not be construed to provide Executive with any benefit greater than other eligible members of the City's Executive Management Team that received or could receive the one hundred percent (100%) lifetime health insurance benefit in accordance with the terms and conditions of the aforementioned resolutions, except that Executive could receive said benefit prior to age 55 if he is terminated pursuant to paragraph 9 (a) or 9 (c) of this Agreement.

11. **Evaluation**.

(a) The City Council shall review and evaluate Executive's performance during each anniversary of the term of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Executive.

(b) Annually, the City Council and Executive shall define such goals and performance objectives that they deem necessary for the proper operation of the City and in the attainment of City Council policy objectives, and shall further establish relative priority among those various goals and objectives that shall be reduced to writing. They shall generally be within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

12. **General Provisions**.

(a) The text herein constitutes the entire Agreement between the parties, and it may not be modified except by written Agreement signed by both parties.

(b) If any provision or portion of this Agreement is found to be unenforceable, then the remainder of this Agreement shall not be affected and shall remain in full force and effect.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Executive.

(d) This Agreement shall be interpreted and governed by the laws of Florida. Venue for any action hereunder shall be in Brevard County, Florida, or if a federal action is commenced, in the Federal Court in Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Witness:

EXECUTIVE:

John Titkanich

STATE OF FLORIDA) SS:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **JOHN TITKANICH**, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of January, 2013.

NOTARY PUBLIC

CARIE E. SHEALY
Comm# DD0888388
Expires 8/30/2013
Florida Notary Assn., Inc

EMPLOYER:

Henry U. Parrish, Mayor

ATTEST:

Joan Clark, City Clerk

Legislation Details (With Text)

File #:	17-214	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/8/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve a Resolution adjusting the FY 2017 Budget based on the Mid-Year Review, through the use of General Fund, Stormwater, and Water/Sewer Contingency, as well as General Fund, Stormwater, and Water/Sewer Reserves. Adjustments to the Budget also consist of, Budget Transfers between the appropriate Departments/Divisions to reduce the use of Reserves and Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 2017.pdf Mid Year Review Tracking Sheet.pdf BAF's (31).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2017
Agenda Date: May 23, 2017
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution adjusting the FY 2017 Budget based on the Mid-Year Review, through the use of General Fund, Stormwater, and Water/Sewer Contingency, as well as General Fund, Stormwater, and Water/Sewer Reserves. Adjustments to the Budget also consist of, Budget Transfers between the appropriate Departments/Divisions to reduce the use of Reserves and Contingency.

BACKGROUND:

On September 14, 2016 the City Council adopted the Fiscal Year 2017 Budget.

During the month of May 2017, the Finance Department performed the mid-year budget review. Results of this review revealed necessary adjustments to include wages, benefits, Fire Department overtime; Community Services anticipated increase in costs, and all Emergency Disaster Accounts due to Hurricane Matthew.

An analysis on wages and benefits projected several accounts having negative balances by the end of the fiscal year. Circumstances which contributed to the shortfall are, accrual payouts for several employees entering the DROP program, and a larger than anticipated increase to insurance and

workers compensation. The majority of funds covering these adjustments will be through the use of line items within the current budget. However, there is a need to use General Fund, Stormwater, and Water/Sewer Contingency on several of the payroll items.

The Fire Department has had several employees on limited duty, thus it is anticipated there is a need for an additional $88,532 in the overtime account for the remainder of the year. The source of these funds will be through the use of General Fund Contingency.

Community Services is requesting an additional $49,000 to cover third party contracted services, due to increased volume of building activity. The source of these funds will be through the use of General Fund Contingency.

Hurricane Matthew related expenses will be funded through the use of General Fund, Stormwater, as well as Water/Sewer Reserves. It is anticipated these expenses will be covered from future FEMA reimbursements, however this is a lengthy process and it may take several years before the City can expect reimbursement.

STRATEGIC PLAN CONNECTION:

Regular monitoring of the City's annual budget allows the City Administration to be kept apprised of the budget balances and provide for necessary adjustments.

BUDGETARY IMPACT:

Budgeted	Yes (Partially)
If not budgeted, is amendment/transfer attached?	Yes

Reserves:

General Fund	001-0000-389.99-50	$294,752
Stormwater	423-0000-389-99.50	$8,750
Water/Sewer	421-0000-389-99.50	$149,582

Contingency:

General Fund	001-1600-513.39-00	$195,000
Stormwater	423-3570-538.39-00	$16,447
Water/Sewer	421-4010-536-39-00	$88,191

See the attached forms and spreadsheet, for a detailed breakdown of all accounts, including budget transfers within the Departments FY 2017 Budgets.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY 2017 Budget based on a Mid-Year Review, through the use of General Fund, Stormwater, and Water/Sewer Contingency, as well as General Fund, Stormwater, and Water/Sewer Reserves. Adjustments to the Budget also consist of, Budget Transfers between the appropriate Departments/Divisions to reduce the use of Reserves and Contingency.

RESOLUTION NO. 2017-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Name	Account #	Amount	Council Date	Agenda #
BAF-FN-Finance Mid Year Negatives (5-23-17) Agenda 17-214	001-1510-536.12-00	(4,000)	5/23/2017	17-214
	001-1500-513.23-00	1,400	5/23/2017	17-214
	001-1500-513.24-00	100	5/23/2017	17-214
	001-1505-513.23-00	2,400	5/23/2017	17-214
	001-1505-513.24-00	100	5/23/2017	17-214
	001-1510-536.24-00	2,400	5/23/2017	17-214
	001-1510-536.27-00	3,700	5/23/2017	17-214
BAF-FN-GF Emergency Disaster costs pg.2of3 (5-23-17) Agenda 17-214	001-0000-389.99-50	34,817	5/23/2017	17-214
	001-1601-525.23-00	22,797	5/23/2017	17-214
	001-1601-525.24-00	2,654	5/23/2017	17-214
	001-1601-525.27-00	133	5/23/2017	17-214
	001-1601-525.31-00	8,469	5/23/2017	17-214
	001-1601-525.46-00	334	5/23/2017	17-214
	001-1601-525.46-02	430	5/23/2017	17-214
BAF-FN-GF Emergency Disaster costs pg.3of3 (5-23-17) Agenda 17-214	001-0000-389.99-50	58,673	5/23/2017	17-214
	001-1601-525.52-00	31,347	5/23/2017	17-214
	001-1601-525.34-00	27,326	5/23/2017	17-214
BAF-FN-GF Emergency Disaster costs pg.1of3 (5-23-17) Agenda 17-214	001-0000-389.99-50	201,262	5/23/2017	17-214
	001-1601-525.12-00	113,682	5/23/2017	17-214
	001-1601-525.14-00	56,277	5/23/2017	17-214
	001-1601-525.21-00	13,068	5/23/2017	17-214
	001-1601-525.22-00	5,880	5/23/2017	17-214
	001-1601-525.22-01	12,189	5/23/2017	17-214
	001-1601-525.22-03	166	5/23/2017	17-214
BAF-PW-Public Works Mid Year Negatives pg4of4 (5-23-17) Agenda 17-214	001-1600-513.39-00	(23,150)	5/23/2017	17-214
	001-3560-519.13-00	19,800	5/23/2017	17-214
	001-3560-519.20-00	250	5/23/2017	17-214
	001-3560-519.22-00	1,100	5/23/2017	17-214
	001-3560-519.24-00	2,000	5/23/2017	17-214
BAF-PW-Public Works Mid Year Negatives pg3of4 (5-23-17) Agenda 17-214	001-1600-513.39-00	(14,510)	5/23/2017	17-214
	001-3510-541.12-00	10,000	5/23/2017	17-214
	001-3510-541.20-00	110	5/23/2017	17-214
	001-3510-541.21-00	700	5/23/2017	17-214
	001-3510-541.22-00	700	5/23/2017	17-214
	001-3510-541.24-00	3,000	5/23/2017	17-214
BAF-PW-Public Works Mid Year Negatives pg1of4 (5-23-17) Agenda 17-214	001-3540-519.12-00	(14,410)	5/23/2017	17-214
	001-3580-519.12-00	(912)	5/23/2017	17-214
	001-3540-519.13-00	14,200	5/23/2017	17-214
	001-3540-519.20-00	110	5/23/2017	17-214
	001-3540-519.24-00	100	5/23/2017	17-214
	001-3580-519.23-00	900	5/23/2017	17-214
	001-3580-519.24-00	12	5/23/2017	17-214

BAF-PW-Public Works Mid Year Negatives pg2of4 (5-23-17) Agenda 17-214	001-3510-541.23-00	(1,450)	5/23/2017	17-214
	001-1600-513.39-00	(5,907)	5/23/2017	17-214
	001-3500-519.14-00	13	5/23/2017	17-214
	001-3500-519.23-00	1,200	5/23/2017	17-214
	001-3500-519.24-00	94	5/23/2017	17-214
	001-3520-572.23-00	250	5/23/2017	17-214
	001-3520-572.24-00	5,800	5/23/2017	17-214
BAF-FD-Fire Mid Year Negatives (5-23-17) Agenda 17-214	001-2200-522.12-00	(2,020)	5/23/2017	17-214
	001-2201-522.13-00	(21,200)	5/23/2017	17-214
	001-2200-522.23-00	(23,100)	5/23/2017	17-214
	001-2200-522.13-00	820	5/23/2017	17-214
	001-2200-522.15-00	250	5/23/2017	17-214
	001-2200-522.24-00	950	5/23/2017	17-214
	001-2201-522.15-00	5,200	5/23/2017	17-214
	001-2201-522.23-00	23,100	5/23/2017	17-214
	001-2201-522.24-00	16,000	5/23/2017	17-214
BAF-FD-Fire Overtime (5-23-17) Agenda 17-214	001-1600-513.39-00	(88,532)	5/23/2017	17-214
	001-2201-522.12-00	(22,597)	5/23/2017	17-214
	001-2201-522.14-00	88,532	5/23/2017	17-214
	001-2201-522.12-12	22,597	5/23/2017	17-214
~BAF-CS-Contracting & Advertising Costs (5-9-17)	001-1600-513.39-00	(54,000)	5/23/2017	17-214
	001-3200-515.34-00	49,000	5/23/2017	17-214
	001-3200-515.49-00	5,000	5/23/2017	17-214
BAF-CS-Community Services Mid Year Negatives (5-23-17) Agenda 17-214	001-3200-515.12-00	(9,450)	5/23/2017	17-214
	001-3205-559.12-00	(525)	5/23/2017	17-214
	001-3200-515.23-00	(6,625)	5/23/2017	17-214
	001-3200-515.14-00	175	5/23/2017	17-214
	001-3200-515.24-00	325	5/23/2017	17-214
	001-3205-559.12-12	525	5/23/2017	17-214
	001-3290-574.15-00	8,125	5/25/2017	17-214
	013-2090-574.23-00	6,675	5/23/2017	17-214
	001-3290-574.24-00	775	5/23/2017	17-214
BAF-CS-Diamond Square CRA Overtime (5-23-17) Agenda 17-214	111-3230-559.12-00	(34)	5/23/2017	17-214
	111-3230-559.14-00	34	5/23/2017	17-214
BAF-CS-Cocoa CRA Overtimge (5-23-17) Agenda 17-214	110-3230-559.12-00	(50)	5/23/2017	17-214
	110-3230-559.14-00	50	5/23/2017	17-214
BAF-CS- 103 Housing Mid Year Negatives (5-23-17) Agenda 17-214	103-3240-554.12-00	(245)	5/23/2017	17-214
	103-3240-554.23-00	240	5/23/2017	17-214
	103-3240-554.24-00	5	5/23/2017	17-214
BAF-CS- 105 Ship Mid Year Negatives (5-23-17) Agenda 17-214	105-3240-554.12-00	(60)	5/23/2017	17-214
	105-3240-554.23-00	60	5/23/2017	17-214
BAF-AS-City Clerk Mid Year Negatives (5-23-17) Agenda 17-214	001-1801-513.12-00	(2,700)	5/23/2017	17-214
	001-1801-513.24-00	(50)	5/23/2017	17-214

	001-1805-513.23-00	2,700	5/23/2017	17-214
	001-1805-513.24-00	50	5/23/2017	17-214
BAF-PD-Police Mid Year Negatives pg.1of2 (5-23-17) Agenda 17-214	001-2100-521.12-00	41,570	5/23/2017	17-214
	001-2101-521.12-00	(1,370)	5/23/2017	17-214
	001-2100-521.15-00	5,430	5/23/2017	17-214
	001-2100-521.22-00	1,530	5/23/2017	17-214
	001-2100-521.22-01	33,420	5/23/2017	17-214
	001-2100-521.24-00	540	5/23/2017	17-214
	001-2100-521.27-00	650	5/23/2017	17-214
	001-2101-521.12-12	1,370	5/23/2017	17-214
BAF-CM-IT Mid Year Negatives (5-23-17) Agenda 17-214	001-1103-516.23-00	(6,670)	5/23/2017	17-214
	001-1600-113.39-00	(4,000)	5/23/2017	17-214
	001-1100-512.40-00	4,000	5/23/2017	17-214
	001-1103-516.12-12	6,470	5/23/2017	17-214
	001-1103-516.24-00	200	5/23/2017	17-214
BAF-PD-Police Mid Year Negatives pg.2of2 (5-23-17) Agenda 17-214	001-2132-524.12-00	(3,930)	5/23/2017	17-214
	001-2132-524.12-12	900	5/23/2017	17-214
	001-2132-524.14-00	30	5/23/2017	17-214
	001-2132-524.27-00	3,000	5/23/2017	17-214
BAF-UT-WaterSewer Emergency Disaster Costs pg.1of3 (5-23-17) Agenda 17-214	421-0000-389.99-50	989	5/23/2017	17-214
	421-1601-525.12-00	780	5/23/2017	17-214
	421-1601-525.21-00	61	5/23/2017	17-214
	421-1601-525.22-00	94	5/23/2017	17-214
	421-1601-525.23-00	54	5/23/2017	17-214
BAF-UT-WaterSewer Emergency Disaster Costs pg.2of3 (5-23-17) Agenda 17-214	421-0000-389.99-50	104,026	5/23/2017	17-214
	421-4011-525.12-00	24,712	5/23/2017	17-214
	421-4011-525.14-00	53,692	5/23/2017	17-214
	421-4011-525.21-00	5,850	5/23/2017	17-214
	421-4011-525.22-00	8,804	5/23/2017	17-214
	421-4011-525.23-00	9,076	5/23/2017	17-214
	421-4011-525.24-00	1,892	5/23/2017	17-214
BAF-UT-WaterSewer Emergency Disaster Costs pg.3of3 (5-23-17) Agenda 17-214	421-0000-389.99-50	44,567	5/23/2017	17-214
	421-4011-525.27-00	62	5/23/2017	17-214
	421-4011-525.42-00	16	5/23/2017	17-214
	421-4011-525.46-00	33,255	5/23/2017	17-214
	421-4011-525.52-00	10,234	5/23/2017	17-214
	421-4011-525.53-00	1,000	5/23/2017	17-214
BAF-UT-Utility Mid Year Negatives pg.1of3 (5-23-17) Agenda 17-214	421-4010-536.39-00	(88,191)	5/23/2017	17-214
	421-4055-536.24-00	(420)	5/23/2017	17-214
	421-4010-536.12-12	4,591	5/23/2017	17-214
	421-4010-536.13-00	50,600	5/23/2017	17-214
	421-4010-536.22-00	33,000	5/23/2017	17-214
	421-4010-536.24-00	420	5/23/2017	17-214

BAF-UT-Utility Mid Year Negatives pg.2of3 (5-23-17) Agenda 214	421-4020-536.12-00	(11,408)	5/23/2017	17-214
	421-4025-536.12-00	(88,750)	5/23/2017	17-214
	421-4020-536.12-12	3,168	5/23/2017	17-214
	421-4020-536.24-00	8,240	5/23/2017	17-214
	421-4020-536.12-12	14,750	5/23/2017	17-214
	421-4025-536.13-00	70,000	5/23/2017	17-214
	421-4025-536.24-00	4,000	5/23/2017	17-214
BAF-UT-Utility Mid Year Negatives pg.3of3 (5-23-17) Agenda 17-214	421-4125-536.12-00	(142,300)	5/23/2017	17-214
	421-4125-536.22-00	117,300	5/23/2017	17-214
	421-4120-536.12-00	14,000	5/23/2017	17-214
	421-4120-536.13-00	4,000	5/23/2017	17-214
	421-4120-536.24-00	7,000	5/23/2017	17-214
BAF-CM-Council Mid Year Negatives (5-23-17) Agenda 17-214	001-1600-513.39-00	(4,901)	5/23/2017	17-214
	001-1000-511.23-00	4,900	5/23/2017	17-214
	001-1000-511.24-00	1	5/23/2017	17-214
BAF-FN-Finance Utility Mid Year Negatives (5-23-17) Agenda 17-214	421-4120-536.22-00	(172,550)	5/23/2017	17-214
	421-1515-536.12-00	(55)	5/23/2017	17-214
	421-1515-536.22-00	172,550	5/23/2017	17-214
	421-1515-536.20-00	55	5/23/2017	17-214
BAF-PW-Stormwater Emergency Disaster Costs pg.2of2(5-23-17) Agenda 17-214	423-0000-389.99-50	15	5/23/2017	17-214
	423-1601-525.27-00	15	5/23/2017	17-214
BAF-PW-Stormwater Emergency Disaster Costs pg.1of2(5-23-17) Agenda 17-214	423-0000-389.99-50	8,735	5/23/2017	17-214
	423-1601-525.12-00	2,486	5/23/2017	17-214
	423-1601-525.14-00	3,996	5/23/2017	17-214
	423-1601-525.21-00	477	5/23/2017	17-214
	423-1601-525.22-00	595	5/23/2017	17-214
	423-1601-525.23-00	836	5/23/2017	17-214
	423-1601-525.24-00	345	5/23/2017	17-214
BAF-PW-Stormwater Emergency Disaster Costs pg.2of2(5-23-17) Agenda 17-214	423-3570-538.39-00	(16,447)	5/23/2017	17-214
	423-3570-538.12-12	1,321	5/23/2017	17-214
	423-3570-538.24-00	9,056	5/23/2017	17-214
	423-3570-538.24-00	3,950	5/23/2017	17-214
	423-3570-538.27-00	2,120	5/23/2017	17-214

General Fund Reserves	001-0000-389.99-50	$ 294,752.00
Stormwater Reserves	423-0000-389.99-50	$ 8,750.00
Water/Sewer Reserves	421-0000-389.99-50	$ 149,582.00
General Fund Contingency	001-1600-513.39-00	$ 195,000.00
Stormwater Contingency	423-3570-538.39-00	$ 16,447.00
Water/Sewer Contingency	421-4010-536.39-00	$ 88,191.00

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,670)	001-1103-516.23-00		LIFE/HEALTH INSURANCE	$ 90,361	$ 105,944	$ 99,274	$ 49,737
($ 4,000)	001-1600-513.39-00		CONTINGENCY	$ 3,500	$ 99,655	$ 95,655	$ 72,505
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 10,670)	TOTAL			$ 0	$ 0	$ 0	$ 0

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,470	001-1103-516.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 6,470	$ 6
$ 200	001-1103-516.24-00		WORKER'S COMPENSATION	$ 1,425	$ 1,557	$ 1,757	$ 803
$ 4,000	001-1100-512.40-00		TRAVEL & PER DIEM	$ 4,590	$ 4,590	$ 8,590	$ 4,868
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,670	TOTAL			$ 0	$ 0	$ 0	$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of R. Steel accrual payouts and to cover expected short falls due to worker compensation rate changes. As well as cover any additional expected cost through the end of the fiscal year. In addition to the the past legislative sessions, the City Managers office requires additional funds for future legislative sessions.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 08:12:34 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:47:52 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/11/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.05.11 17:00:51 -04'00'	5/16/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:41:48 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 172,550)	421-4010-536.39-00		CONTINGENCY	$ 1,907,679	$ 1,518,211	$ 1,345,661	$ 1,345,661
($ 55)	421-1515-536.12-00		REGULAR SALARIES & WAGES	$ 833,256	$ 833,256	$ 833,201	$ 367,436
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 172,605)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 172,550	421-1515-536.22-00		RETIREMENT CONTRIBUTIONS	$ 198,327	$ 198,327	$ 370,877	$ 187,611
$ 55	421-1515-536.20-00		CLOTHING/SHOE ALLOWANCE	$ 2,310	$ 2,310	$ 2,365	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 172,605	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost expected payroll shortfalls through the end of the fiscal year due to rate increase.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.12 11:13:56 -04'00')	5/15/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.15 09:37:39 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/12/17	John "Jack" Walsh	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.15 10:32:53 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,735	423-0000-389.99-50		RESERVES	$ 22,505,433	$ 28,870,675	$ 28,879,410	$ 28,879,425
$ 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
$ 8,735	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,486	423-1601-525.12-00		REGULAR SALARIES & WAGES	$ 0	$ 0	$ 2,486	$ 0
$ 3,996	423-1601-525.14-00		OVERTIME	$ 0	$ 0	$ 3,996	$ 0
$ 477	423-1601-525.21-00		FICA TAXES	$ 0	$ 0	$ 477	$ 0
$ 595	423-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 0	$ 595	$ 0
$ 836	423-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 0	$ 836	$ 0
$ 345	423-1601-525.24-00		WORKER'S COMPENSATION	$ 0	$ 0	$ 345	$ 0
$ 8,735	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City is expected to receive reimbursement from FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:26:16 -04'00'	5/15/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.15 10:45:39 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/15/17 Everett J. Wegerif	5/15/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:54:06 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50)	110-3230-559.12-00		REGULAR SALARIES & WAGES	$ 53,686	$ 53,686	$ 53,636	$ 41,846
$ 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
($ 50)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50	110-3230-559.14-00		OVERTIME	$ 0	$ 0	$ 50	$ 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
$ 50	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover unanticipated overtime cost.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 09:39:46 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 15:02:06 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden (Digitally signed by Steven Belden Date: 2017.05.10 09:56:16 -04'00')	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.16 17:58:48 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 54,000)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 174,072	$ 120,072	$ 120,072
$ 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
($ 54,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,000	001-3200-515.34-00		CONTRACT SERVICES	$ 26,000	$ 36,000	$ 85,000	$ 49,000
$ 5,000	001-3200-515.49-00		OTHER CHARGES & OBLIG.	$ 7,300	$ 154,727	$ 159,727	$ 10,390
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 54,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The $49,000 transfer is to cover the cost of a third-party contractor's service due to increased volume of building activity. The $5,000 transfer is for unanticipated costs for advertising and recording expenses for planning & zoning applications.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:15:46 -04'00'	5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 14:38:20 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden Digitally signed by Steven Belden Date: 2017.05.10 10:01:44 -04'00'	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:58:11 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 142,300)	421-4125-536.12-00		REGULAR SALARIES & WAGES	$ 770,374	$ 770,374	$ 628,074	$ 330,540
$ 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
($ 142,300)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 117,300	421-4125-536.22-00		RETIREMENT CONTRIBUTIONS	$ 234,488	$ 234,488	$ 351,788	$ 171,019
$ 14,000	421-4120-536.12-00		REGULAR SALARIES & WAGES	$ 768,143	$ 768,143	$ 782,143	$ 306,146
$ 4,000	421-4120-536.13-00		OTHER SALARIES & WAGES	$ 85,495	$ 85,495	$ 89,495	$ 38,404
$ 7,000	421-4120-536.24-00		WORKER'S COMPENSATION	$ 43,003	$ 43,003	$ 50,003	$ 20,497
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 142,300	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of positions reclassification according to the LIUNA contracts, the cost of an employee entering the drop program, and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 14:10:01 -04'00'	5/12/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:02:22 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/11/17	John "Jack" Walsh Digitally signed by John "Jack" Walsh	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:57:38 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 23,150)	001-1600-513.39-00		CONTINGENCY	$ 35,000	$ 99,655	$ 76,505	$ 76,505
$ 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
($ 23,150)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 19,800	001-3560-519.13-00		OTHER SALARIES & WAGES	$ 0	$ 0	$ 19,800	$ 0
$ 250	001-3560-519.20-00		CLOTHING/SHOE ALLOWANCE	$ 950	$ 950	$ 1,200	$ 30
$ 1,100	001-3560-519.22-00		RETIREMENT CONTRIBUTIONS	$ 27,922	$ 27,922	$ 29,022	$ 12,347
$ 2,000	001-3560-519.24-00		WORKER'S COMPENSATION	$ 25,877	$ 25,877	$ 27,877	$ 7,391
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 23,150	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of positions reclassification according to the LIUNA contracts, the cost of an employee entering the drop program, additional cost of Shoe allowance due to the replacement of an employee and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:47:10 -04'00'	5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 11:04:17 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Everett J. Wegerif	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:53:18 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 11,408)	421-4020-536.12-00		REGULAR SALARIES & WAGES	$ 1,978,405	$ 1,929,405	$ 1,917,997	$ 896,608
($ 88,750)	421-4025-536.12-00		REGULAR SALARIES & WAGES	$ 2,319,694	$ 2,319,694	$ 2,230,944	$ 1,143,532
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 100,158)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,168	421-4020-536.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 3,168	$ 0
$ 8,240	421-4020-536.24-00		WORKER'S COMPENSATION	$ 109,279	$ 109,279	$ 117,519	$ 47,577
$ 14,750	421-4025-536.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 14,750	$ 0
$ 70,000	421-4025-536.13-00		OTHER SALARIES & WAGES	$ 107,178	$ 107,178	$ 177,178	$ 79,402
$ 4,000	421-4025-536.24-00		WORKER'S COMPENSATION	$ 144,021	$ 144,021	$ 148,021	$ 60,022
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,158	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of employees entering the drop program, the accrual payouts for 2 employee and to cover additional workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 14:17:22 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:02:54 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/11/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh	5/15/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:57:05 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 14,510)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 114,165	$ 99,655	$ 99,655
$ 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
($ 14,510)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,000	001-3510-541.12-00		REGULAR SALARIES & WAGES	$ 110,225	$ 110,225	$ 120,225	$ 51,391
$ 110	001-3510-541.20-00		CLOTHING/SHOE ALLOWANCE	$ 330	$ 330	$ 440	$ 55
$ 700	001-3510-541.21-00		FICA TAXES	$ 8,562	$ 8,562	$ 9,262	$ 3,956
$ 700	001-3510-541.22-00		RETIREMENT CONTRIBUTIONS	$ 9,794	$ 9,794	$ 10,494	$ 3,074
$ 3,000	001-3510-541.24-00		WORKER'S COMPENSATION	$ 15,126	$ 15,126	$ 18,126	$ 7,439
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,510	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of positions reclassification according to the LIUNA contracts, additional cost of Shoe allowance due to a missed payment, and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:46:56 -04'00'	5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 11:25:41 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Everett J. Wegerif	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:52:33 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 88,191)	421-4010-536.39-00		Contingency	$ 1,907,679	$ 1,345,661	$ 1,257,470	$ 1,257,470
($ 420)	421-4055-536.24-00		WORKER'S COMPENSATION	$ 9,599	$ 9,599	$ 9,179	$ 6,453
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 88,611)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,591	421-4010-536.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 4,591	$ 0
$ 50,600	421-4010-536.13-00		OTHER SALARIES & WAGES	$ 0	$ 0	$ 50,600	$ 0
$ 33,000	421-4010-536.22-00		RETIREMENT CONTRIBUTIONS	$ 59,280	$ 59,280	$ 92,280	$ 40,953
$ 420	421-4010-536.24-00		WORKER'S COMPENSATION	$ 15,559	$ 16,676	$ 17,096	$ 6,953
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 88,611	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of an employee entering the drop program and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 14:20:07 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:03:14 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/11/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2017.05.11 14:25:14 -04'00'	5/15/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:56:26 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,450)	001-3510-541.23-00		LIFE/HEALTH INSURANCE	$ 32,898	$ 32,898	$ 31,448	$ 14,290
($ 5,907)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 120,072	$ 114,165	$ 114,165
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 7,357)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 13	001-3500-519.14-00		OVERTIME	$ 0	$ 0	$ 13	$ 6,410
$ 1,200	001-3500-519.23-00		LIFE/HEALTH INSURANCE	$ 15,422	$ 15,422	$ 16,622	$ 6,562
$ 94	001-3500-519.24-00		WORKER'S COMPENSATION	$ 2,205	$ 2,205	$ 2,299	$ 934
$ 250	001-3520-572.23-00		LIFE/HEALTH INSURANCE	$ 95,480	$ 95,480	$ 95,730	$ 37,680
$ 5,800	001-3520-572.24-00		WORKER'S COMPENSATION	$ 55,043	$ 55,043	$ 60,843	$ 24,757
$ 0				$ 0	$ 0	$ 0	$ 0
$ 7,357	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost expected payroll shortfalls through the end of the fiscal year due to rate increase.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 08:46:40 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 11:28:28 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Everett J. Wegerif	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.15 15:32:41 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,447)	423-3570-538.39-00		CONTINGENCY	$ 116,827	$ 27,981	$ 11,534	$ 11,534
$ 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
($ 16,447)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,321	423-3570-538.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 1,321	$ 0
$ 9,056	423-3570-538.23-00		LIFE/HEALTH INSURANCE	$ 82,612	$ 82,612	$ 91,668	$ 36,310
$ 3,950	423-3570-538.24-00		WORKER'S COMPENSATION	$ 39,882	$ 39,882	$ 43,832	$ 17,849
$ 2,120	423-3570-538.27-00		CAFETERIA PLAN	$ 5,760	$ 5,760	$ 7,880	$ 3,165
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,447	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of an employee leaving the City, additional non-union benefit for an employee and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State. Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.12 09:24:18 -04'00')	5/15/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.15 09:40:51 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/15/17	Everett J. Wegerif	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.16 17:55:47 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 58,673	001-0000-389.99-50		Revenues	$ 4,721,479	$ 7,014,707	$ 7,073,380	$ 7,073,380
$ 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
$ 58,673	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,347	001-1601-525.52-00		OPERATING SUPPLIES	$ 0	$ 0	$ 31,347	$ 0
$ 27,326	001-1601-525.34-00		CONTRACT SERVICES	$ 0	$ 0	$ 27,326	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 58,673	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City is expecting to receive reimbursement from FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:31:00 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 08:38:34 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/10/17 Teri Butler Digitally signed by Teri Butler Date: 2017.05.10 16:17:43 -04'00'	5/11/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.11 11:45:09 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,817	001-0000-389.99-50		Revenues	$ 4,721,479	$ 6,979,890	$ 7,014,707	$ 7,014,707
$ 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
$ 34,817	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 22,797	001-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 0	$ 22,797	$ 0
$ 2,654	001-1601-525.24-00		WORKER'S COMPENSATION	$ 0	$ 0	$ 2,654	$ 0
$ 133	001-1601-525.27-00		CAFETERIA PLAN	$ 0	$ 0	$ 133	$ 0
$ 8,469	001-1601-525.31-00		PROFESSIONAL SERVICES	$ 0	$ 0	$ 8,469	$ 0
$ 334	001-1601-525.46-00		REPAIRS & MAINTENANCE	$ 0	$ 0	$ 334	$ 0
$ 430	001-1601-525.46-02		REPAIRS/MAINT - BUILDING	$ 0	$ 0	$ 430	$ 0
$ 34,817	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City is expected to receive reimbursement from FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:30:30 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 08:27:48 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/10/17 Teri Butler Digitally signed by Teri Butler Date: 2017.05.10 16:16:39 -04'00'	5/11/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.11 11:43:40 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 201,262	001-0000-389.99-50		Revenues	$ 4,721,479	$ 6,778,628	$ 6,979,890	$ 6,979,890
$ 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
$ 201,262	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 113,682	001-1601-525.12-00		SALARIES & WAGES	$ 0	$ 0	$ 113,682	$ 0
$ 56,277	001-1601-525.14-00		OVERTIME	$ 0	$ 0	$ 56,277	$ 0
$ 13,068	001-1601-525.21-00		FICA TAXES	$ 0	$ 0	$ 13,068	$ 0
$ 5,880	001-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 0	$ 5,880	$ 0
$ 12,189	001-1601-525.22-01		RETIREMENT POLICE/FIRE	$ 0	$ 0	$ 12,189	$ 0
$ 166	001-1601-525.22-03		ICMA - CITY MANAGER	$ 0	$ 0	$ 166	$ 0
$ 201,262	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City is expected to receive reimbursement from FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 08:30:07 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 08:34:55 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/10/17 Teri Butler Digitally signed by Teri Butler Date: 2017.05.10 16:15:20 -04'00'	5/11/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.11 11:42:57 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT

REQUESTING DEPARTMENT #: 1500 DATE PREPARED: 05/10/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15	423-0000-389.99-50		RESERVES	$ 22,505,433	$ 28,879,425	$ 28,879,440	$ 28,879,440
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15	423-1601-525.27-00		CAFETERIA PLAN	$ 0	$ 0	$ 15	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City is expected to receive reimbursement from FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:26:51 -04'00'	5/15/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.15 09:50:31 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/15/17 Everett J. Wegerif	5/15/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:55:09 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 989	421-0000-389.99-50		Revenues	$ 22,505,433	$ 28,870,675	$ 28,871,664	$ 28,871,666
$ 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
$ 989	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 780	421-1601-525.12-00		SALARIES & WAGES	$ 0	$ 0	$ 780	$ 0
$ 61	421-1601-525.21-00		FICA TAXES	$ 0	$ 0	$ 61	$ 0
$ 94	421-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 0	$ 94	$ 0
$ 54	421-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 0	$ 54	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 989	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City expects to be reimbursed by FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 09:41:56 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:59:49 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/11/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2017.05.11 12:55:24 -04'00'	5/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.12 09:07:19 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 104,026	421-0000-389.99-50		Revenues	$ 22,505,433	$ 28,870,675	$ 28,974,701	$ 28,871,666
$ 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
$ 104,026	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 24,712	421-4011-525.12-00		SALARIES & WAGES	$ 0	$ 0	$ 24,712	$ 0
$ 53,692	421-4011-525.14-00		OVERTIME	$ 0	$ 0	$ 53,692	$ 0
$ 5,850	421-4011-525.21-00		FICA TAXES	$ 0	$ 0	$ 5,850	$ 0
$ 8,804	421-4011-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 0	$ 8,804	$ 0
$ 9,076	421-4011-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 0	$ 9,076	$ 0
$ 1,892	421-4011-525.24-00		WORKER'S COMPENSATION	$ 0	$ 0	$ 1,892	$ 0
$ 104,026	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City expects to be reimbursed by FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:57:30 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:57:40 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/11/17 John "Jack" Walsh	5/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.12 09:05:59 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 44,567	421-0000-389.99-50		Revenues	$ 22,505,433	$ 28,870,675	$ 28,915,242	$ 28,871,666
$ 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
$ 44,567	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 62	421-4011-525.27-00		CAFETERIA PLAN	$ 0	$ 0	$ 62	$ 0
$ 16	421-4011-525.42-00		POSTAGE AND FREIGHT	$ 0	$ 0	$ 16	$ 0
$ 33,255	421-4011-525.46-00		REPAIRS & MAINTENANCE	$ 0	$ 0	$ 33,255	$ 0
$ 10,234	421-4011-525.52-00		OPERATING SUPPLIES	$ 0	$ 0	$ 10,234	$ 0
$ 1,000	421-4011-525.53-00		ELECTRIC/WATER/SEWER	$ 0	$ 0	$ 1,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 44,567	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the costs associated with hurricane Matthew as the City expects to be reimbursed by FEMA.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/12/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 09:58:15 -04'00'	5/12/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:59:32 -04'00'		
5/11/17	John "Jack" Walsh	5/12/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.12 09:08:45 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 15 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 88,532)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 262,604	$ 174,072	$ 174,072
($ 22,597)	001-2201-522.12-00		REGULAR SALARIES & WAGES	$ 1,987,007	$ 1,987,007	$ 1,964,410	$ 828,744
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 111,129)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 88,532	001-2201-522.14-00		OVERTIME	$ 91,186	$ 91,186	$ 179,718	$ 50,884
$ 22,597	001-2201-522.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 22,597	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 111,129	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of overtime for the Fire Department due to several employee being on limited duty. It will also cover the cost of M. Weldon's payouts.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 09:24:46 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 14:31:33 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Gene Prince	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.15 11:30:14 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/12/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,901)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 76,505	$ 71,604	$ 71,604
$ 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
($ 4,901)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,900	001-1000-511.23-00		LIFE/HEALTH INSURANCE	$ 9,637	$ 9,637	$ 14,537	$ 6,044
$ 1	001-1000-511.24-00		WORKER'S COMPENSATION	$ 196	$ 196	$ 197	$ 78
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,901	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover changes in health elections and to cover expected short falls due to health and worker compensation rate changes. As well as cover any additional expected cost through the end of the fiscal year.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/12/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 08:45:02 -04'00'	5/15/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.15 08:59:46 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/12/17	Teri Butler Digitally signed by Teri Butler Date: 2017.05.12 15:42:56 -04'00'	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.15 09:10:55 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 14,410)	001-3540-519.12-00		REGULAR SALARIES & WAGES	$ 350,371	$ 350,371	$ 335,961	$ 163,582
($ 912)	001-3580-519.12-00		REGULAR SALARIES & WAGES	$ 87,823	$ 87,823	$ 86,911	$ 37,387
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 15,322)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,200	001-3540-519.13-00		OTHER SALARIES & WAGES	$ 0	$ 0	$ 14,200	$ 6,410
$ 110	001-3540-519.20-00		CLOTHING/SHOE ALLOWANCE	$ 550	$ 550	$ 660	$ 55
$ 100	001-3540-519.24-00		WORKER'S COMPENSATION	$ 13,784	$ 13,784	$ 13,884	$ 4,624
$ 900	001-3580-519.23-00		LIFE/HEALTH INSURANCE	$ 10,407	$ 10,407	$ 11,307	$ 4,513
$ 12	001-3580-519.24-00		WORKER'S COMPENSATION	$ 319	$ 319	$ 331	$ 136
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,322	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of an employee entering the drop program, Shoe allowance due to the replacement of an employee, and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State. Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:46:21 -04'00'	5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 11:32:15 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Everett J. Wegerif	5/11/15	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:51:20 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,000)	001-1510-536.12-00		REGULAR SALARIES & WAGES	$ 761,541	$ 735,600	$ 731,600	$ 332,480
($ 3,800)	001-1510-536.23-00		LIFE/HEALTH INSURANCE	$ 159,743	$ 159,743	$ 155,943	$ 68,671
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 7,800)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,400	001-1500-513.23-00		LIFE/HEALTH INSURANCE	$ 99,914	$ 99,914	$ 101,314	$ 40,383
$ 100	001-1500-513.24-00		WORKER'S COMPENSATION	$ 1,982	$ 1,982	$ 2,082	$ 856
$ 2,400	001-1505-513.23-00		LIFE/HEALTH INSURANCE	$ 25,204	$ 25,204	$ 27,604	$ 10,972
$ 100	001-1505-513.24-00		WORKER'S COMPENSATION	$ 590	$ 590	$ 690	$ 320
$ 100	001-1510-536.24-00		WORKER'S COMPENSATION	$ 2,637	$ 2,637	$ 2,737	$ 1,151
$ 3,700	001-1510-536.27-00		CAFETERIA PLAN	$ 21,600	$ 21,600	$ 25,300	$ 17,900
$ 7,800	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover changes in health elections and to cover expected short falls due to health and worker compensation rate changes. As well as cover any additional expected cost through the end of the fiscal year.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 08:27:36 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 08:23:06 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/10/17 Teri Butler Digitally signed by Teri Butler Date: 2017.05.10 10:34:49 -04'00'	5/11/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.11 11:41:13 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 1500 DATE PREPARED: 05/08/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,700)	001-1801-513.12-00		REGULAR SALARIES & WAGES	$ 332,106	$ 332,106	$ 329,406	$ 149,262
($ 50)	001-1801-513.24-00		WORKER'S COMPENSATION	$ 1,673	$ 1,673	$ 1,623	$ 795
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 2,750)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,700	001-1805-513.23-00		LIFE/HEALTH INSURANCE	$ 23,687	$ 23,687	$ 26,387	$ 10,487
$ 50	001-1805-513.24-00		WORKER'S COMPENSATION	$ 483	$ 483	$ 533	$ 50
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,750	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover changes in health elections and to cover expected short falls due to health and worker compensation rate changes. As well as cover any additional expected cost through the end of the fiscal year.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 08:08:26 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 12:25:09 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Tammy Gemmati (Digitally signed by Tammy Gemmati)	5/11/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.11 14:11:29 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,020)	001-2200-522.12-00		REGULAR SALARIES & WAGES	$ 237,327	$ 237,327	$ 235,307	$ 128,448
($ 21,200)	001-2201-522.13-00		OTHER SALARIES & WAGES	$ 181,388	$ 181,388	$ 160,188	$ 97,572
($ 23,100)	001-2200-522.23-00		LIFE/HEALTH INSURANCE	$ 65,089	$ 65,089	$ 41,989	$ 16,988
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 46,320)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 820	001-2200-522.13-00		OTHER SALARIES & WAGES	$ 41,240	$ 41,240	$ 42,060	$ 17,969
$ 250	001-2200-522.15-00		SPECIAL PAY	$ 2,640	$ 2,640	$ 2,890	$ 1,130
$ 950	001-2200-522.24-00		WORKER'S COMPENSATION	$ 14,276	$ 14,276	$ 15,226	$ 6,225
$ 5,200	001-2201-522.15-00		SPECIAL PAY	$ 182,139	$ 182,139	$ 187,339	$ 79,307
$ 23,100	001-2201-522.23-00		LIFE/HEALTH INSURANCE	$ 424,078	$ 424,078	$ 447,178	$ 176,159
$ 16,000	001-2201-522.24-00		WORKER'S COMPENSATION	$ 179,086	$ 179,086	$ 195,086	$ 79,211
$ 46,320	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of overtime for the Fire Department due to several employee being on limited duty.

Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 09:24:21 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 14:25:03 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Gene Prince	5/11/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.11 15:16:37 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 245)	103-3240-554.12-00		REGULAR SALARIES & WAGES	$ 20,411	$ 20,411	$ 20,166	$ 8,655
$ 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
($ 245)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 240	103-3240-554.23-00		LIFE/HEALTH INSURANCE	$ 3,066	$ 3,066	$ 3,306	$ 1,310
$ 5	103-3240-554.24-00		WORKER'S COMPENSATION	$ 52	$ 52	$ 57	$ 26
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 245	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover changes in health elections and to cover expected short falls due to health and worker compensation rate changes. As well as cover any additional unexpected cost through the end of the fiscal year.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 09:39:30 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 15:04:20 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden (Digitally signed by Steven Belden Date: 2017.05.10 09:57:18 -04'00')	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.16 17:47:39 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 60)	105-3240-554.12-00		REGULAR SALARIES & WAGES	$ 5,103	$ 5,103	$ 5,043	$ 167
$ 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
($ 60)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 60	105-3240-554.23-00		LIFE/HEALTH INSURANCE	$ 766	$ 766	$ 826	$ 328
$ 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
$ 60	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost expected payroll shortfalls through the end of the fiscal year due to rate increase.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 08:39:13 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 15:35:45 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden (Digitally signed by Steven Belden Date: 2017.05.10 09:58:30 -04'00')	5/11/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.11 15:38:24 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 34)	111-3230-559.12-00		REGULAR SALARIES & WAGES	$ 12,186	$ 12,186	$ 12,152	$ 9,077
$ 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
($ 34)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34	111-3230-559.14-00		OVERTIME	$ 0	$ 0	$ 34	$ 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
$ 34	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost expected payroll shortfalls through the end of the fiscal year due to rate increase.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.10 09:40:14 -04'00')	5/11/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.05.11 14:59:28 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden (Digitally signed by Steven Belden Date: 2017.05.10 09:58:55 -04'00')	5/15/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.05.15 10:24:51 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/09/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 9,450)	001-3200-515.12-00		REGULAR SALARIES & WAGES	$ 689,854	$ 491,816	$ 482,366	$ 233,173
($ 525)	001-3205-559.12-00		REGULAR SALARIES & WAGES	$ 206,817	$ 206,817	$ 206,292	$ 115,478
($ 6,625)	001-3200-515.23-00		LIFE/HEALTH INSURANCE	$ 1,350,210	$ 80,292	$ 73,667	$ 40,214
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 16,600)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 175	001-3200-515.14-00		OVERTIME	$ 0	$ 0	$ 175	$ 0
$ 325	001-3200-515.24-00		WORKER'S COMPENSATION	$ 11,712	$ 8,515	$ 8,840	$ 3,503
$ 525	001-3205-559.12-12		ACCRUAL PAYOUTS	$ 264	$ 264	$ 789	$ 0
$ 8,125	001-3290-574.15-00		SPECIAL PAY	$ 18,300	$ 18,300	$ 26,425	$ 11,700
$ 6,675	001-3290-574.23-00		LIFE/HEALTH INSURANCE	$ 26,572	$ 26,572	$ 33,247	$ 13,207
$ 775	001-3290-574.24-00		WORKER'S COMPENSATION	$ 4,841	$ 4,841	$ 5,616	$ 2,348
$ 16,600	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover unanticipated overtime costs, accruals payouts for an employee leaving the city, additional cost associated with Special Events in the City and to cover unexpected cost due to employee health election adjustments and unanticipated health insurance costs and workers compensation rate changes estimated by the State.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 08:15:32 -04'00'	5/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 14:37:20 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/10/17	Steven Belden Digitally signed by Steven Belden Date: 2017.05.10 10:01:01 -04'00'	5/15/17	Lora Howell Digitally signed by Lora Howell Date: 2017.05.16 17:50:38 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 41,570)	001-2100-521.12-00		REGULAR SALARIES & WAGES	$ 3,267,068	$ 3,267,068	$ 3,225,498	$ 1,535,701
($ 1,370)	001-2101-521.12-00		REGULAR SALARIES & WAGES	$ 728,071	$ 728,071	$ 726,701	$ 345,788
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 42,940)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,430	001-2100-521.15-00		SPECIAL PAY	$ 103,798	$ 103,798	$ 109,228	$ 35,051
$ 1,530	001-2100-521.22-00		RETIREMENT CONTRIBUTIONS	$ 19,349	$ 19,349	$ 20,879	$ 10,056
$ 33,420	001-2100-521.22-01		LICENSED POLICE OFFICERS	$ 644,568	$ 644,568	$ 677,988	$ 223,972
$ 540	001-2100-521.24-00		WORKER'S COMPENSATION	$ 238,400	$ 238,400	$ 238,940	$ 96,782
$ 650	001-2100-521.27-00		CAFETERIA PLAN	$ 31,200	$ 31,200	$ 31,850	$ 13,214
$ 1,370	001-2101-521.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 1,370	$ 0
$ 42,940	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Police Department unfroze 2 positions which were unfunded. This transfer is to cover the cost of those unfrozen position and the Accrual payouts for 3 employees. As well as any additional expected cost through the end of the fiscal year.
Agenda 17-214

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 09:37:05 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 11:18:39 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/12/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.05.12 10:03:11 -04'00'	5/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.12 11:41:15 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/08/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 3,930)	001-2132-524.12-00		REGULAR SALARIES & WAGES	$ 0	$ 147,972	$ 144,042	$ 72,886
$ 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
($ 3,930)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 900	001-2132-524.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 900	$ 0
$ 30	001-2132-524.14-00		OVERTIME	$ 0	$ 0	$ 30	$ 0
$ 3,000	001-2132-524.27-00		CAFETERIA PLAN	$ 0	$ 4,800	$ 7,800	$ 3,050
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,930	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Code Enforcement division moved to the Police Department. This transfer is to cover the cost of Accrual payouts for 1 employees and any additional expected cost through the end of the fiscal year.
Agenda 17-214

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/23/17 *RESOLUTION #:* 2017-59

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.10 08:37:20 -04'00'	5/12/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.12 11:16:56 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/12/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.05.12 10:02:00 -04'00'	5/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.12 11:44:45 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-220	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	5/9/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; Approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); Approve a change order with CHI for work already performed in the amount of $104,182 to P.O.69274; Approve a Resolution Amending the FY2017 Budget, and allow the City Manager to execute all associated documents..				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ModificationCHDO Agreement - CHI MOU CITY OF COCOA-executed by Palm Bay Budget Resolution - $49,900 from Palm Bay BAF-CS-HOME Grant Agenda 17-220 (5-23-17)~ Agenda 17-220.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 9, 2017
Agenda Date:	May 23, 2017
Prepared By:	Nancy A. Bunt, Deputy Community Services Director
Through:	Steven P. Belden, AICP, Community Services Director
Requested Action:	

Approve a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; Approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); Approve a change order with CHI for work already performed in the amount of $104,182 to P.O.69274; Approve a Resolution Amending the FY2017 Budget, and allow the City Manager to execute all associated documents.

BACKGROUND:

On September 27, 2016, City Council approved the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allowed the City Manager to execute all associated closing documents in order to complete the transfer and construction of four (4) homes within the Regina Myra Subdivision.

Construction of the four (4) homes are currently underway. However, modifications to the homes need to be completed in order to meet the recommendations of the Phase 1 Environmental Noise

Assessment and to address items that were not initially notated on the plans. They include:

- Solid poured concrete walls along Railroad Avenue
- Impact windows
- Concrete pieces were discovered in the ground at 349 Lucas Lane prior to the form boards installation and needed to be removed
- Sidewalks from the front porch to the driveway on two (2) homes
- Widening of the driveways to 16 feet

Based on current appraisals, staff has priced the homes at $125,000. In order for a family making 80 percent or below Area Median Income (AMI), staff believes that additional Down Payment Assistance (DPA) will need to be provided on these four (4) homes versus the first four (4). The first four (4) homes appraised at $72,000 and only required $10,000-$20,000 in DPA.

To cover these items and any unforeseen costs, staff requested assistance from the members of the Brevard County HOME Consortium. The City of Palm Bay has agreed to provide $49,900 in City of Palm Bay HOME funds for this project. These funds are not related to the current investigation cited by Florida Today by FDLE and the FBI. The attached Memorandum of Understanding (MOU) was approved by Palm Bay City Council on May 2, 2017. Staff is requesting City Council approve a Resolution amending the FY17 budget to include $49,900 to the 104-3240-554-83-00 account.

Additionally, staff is requesting to allocate $54,282 in FY16/17 City of Cocoa HOME funds to the project, these funds are currently budgeted in the 104-3240-554-83-00 account. The total change order is $104,182. This amount is reflected in the modification to the Agreement which is $624,182 and will be added as a change order to PO 69274.

It should be notated that any proceeds from the sale of the homes will be deposited back into the City's HOME fund account to be used for additional affordable housing projects. Upon completion of the first four (4) homes, the City received $149,755.38.

Staff is requesting City Council approve the Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); approve a change order in the amount of $104,182 to P.O.69274; and approve a Resolution Amending the FY2017 Budget. With the exception of the $49,900 the funds are budgeted in the 104-3240-554-83-00.

STRATEGIC PLAN CONNECTION:

Community Development- (Redevelopment of the City's Core) Upon completion of the homes, the units will be available to eligible homebuyers.

BUDGETARY IMPACT:

- HOME Account: 104-3240-554-83-00

Amount Requested **$104,182**
Account Number **104-3240-554-83-00**
Account Name **Other Grants & Aids**

Source of Funds:
____State Revolving Loan:
____ Other Loan Source:
_X__ Grant Source: HOME Program
____ Bond:
____ Reserves Source:
____ Transfer Acct #:

PREVIOUS ACTION:

On September 27, 2016, City Council approved the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allowed the City Manager to execute all associated closing documents in order to complete the transfer and construction of four (4) homes within the Regina Myra Subdivision.

RECOMMENDED MOTION:

Approve a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,900; Approve the Modification to the Agreement between the City of Cocoa and Community Housing Initiative, Inc. (CHI); Approve a change order for work already performed in the amount of $104,182 to P.O.69274; and Approve a Resolution Amending the FY2017 Budget

MODIFICATION TO AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVES, INC., A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

THIS MODIFICATION TO AGREEMENT ("Modification"), is made and entered this **23rd** day of **May, 2017** by and between the **City of Cocoa** ("City"), Florida, a municipal corporation whose address is 65 Stone Street, Cocoa, FL 32922, and **Community Housing Initiatives Inc.** ("Developer"), a Florida non-profit organization whose address is P.O. Box 410522, Melbourne, FL 32941.

WITNESSETH

WHEREAS, the City and Developer entered into an Agreement dated September 27, 2016 for the expenditure of Home Investment Partnership (HOME) Program funds from the City of Cocoa and Brevard County Housing and Human Services (Lead Agency of the Brevard County HOME Consortium);

WHEREAS, the Developer qualifies as a Community Housing Development Organization ("CHDO") as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR Part 92; and

WHEREAS, the City and Developer desire to modify the terms of the Agreement with regard to the amount of HOME funds awarded for the construction of four (4) housing units in the Regina Myra Subdivision; and

WHEREAS, the City and Developer desire to memorialize the terms and conditions of the Modification to Agreement as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the Developer agree as follows:

Section 1. Recitals. The foregoing recitals are hereby deemed true and correct and are expressly incorporated herein by this reference.

Section 2. Modification to Agreement. The City and Developer hereby agree to modify the Agreement as follows:

A. Developer is hereby awarded an additional **Forty Nine Thousand Nine Hundred Dollars ($49,900)** from the City of Palm Bay; and
B. Developer is hereby awarded an additional **Fifty Four Thousand Two Hundred Eighty Two Dollars ($54,282)** from the City of Cocoa;
C. All other term and conditions of the Agreement remain the same.

SOURCE OF FUNDS:	AMOUNT	% TOTAL
Brevard County HOME CHDO Funds Brevard County HOME Entitlement Funds	$ 53,919 $ 250,000	49%
Cocoa HOME CHDO Funds Cocoa HOME Entitlement Funds Cocoa HOME Entitlement and CHDO Funds 16/17	$ 6,358 $ 209,723 $ 54,282	43%
Palm Bay HOME CHDO Funds	$ 49,900	8%
TOTAL:	**$ 624,182**	100 %

IN WITNESS WHEREOF, this Modification to Agreement is entered into as of the day and year first entered above.

ATTEST:

_____
Carie Shealy, City Clerk

Date: _____

CITY OF COCOA:

_____
John Titkanich Jr., City Manager

Date: _____

ATTEST:

_____

Date: _____

COMMUNITY HOUSING INITIATIVES, INC.:

_____
Nicole Tenpenny, Executive Director

Date: _____

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF COCOA and THE CITY OF PALM BAY

This Memorandum of Understanding (MOU), made and entered into this _____ day of _____, 2017, by and between the City of Cocoa (hereinafter "Cocoa), and the City of Palm Bay (hereinafter "Palm Bay"), Florida, municipalities.

WITNESSETH:

WHEREAS, the National Affordable Housing Act of 1990 has authorized the U.S. Department of Housing and Urban Development, (hereinafter referred to as "HUD"), to provide financial assistance through the HOME Investment Partnership Program ("HOME") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, while eligible to receive HOME funds as an Urban County, is desirous of increasing local receipt of federal funding for the provision of affordable housing through an Interlocal Agreement; and

WHEREAS, pursuant to 24 CFR Part 92.101, Brevard County in partnership with the cities of Cocoa, Titusville, Melbourne, and Palm Bay receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium.

The purpose of this Memorandum of Understanding (MOU) is to list the funding contributions from each City and Brevard County, and the duties and responsibilities of the City of Cocoa. As the lead agency, Cocoa will be responsible for the oversight and on-going HOME Investment Partnership (HOME) Program monitoring of the completion of four (4) single-family housing units (400 and 404 D Street, 345 and 349 Lucas Lane) in partnership with the Community Housing Development Organization. The CHDO may develop all four (4) units at the same time.

The CHDO will be the Developer on this project, acting in accordance with all HOME requirements for successful implementation of the project. The CHDO will complete the four (4) single family homes, three (3) bedroom, two (2) bathroom, one-car garage homes at 345 Lucas Lane, 349 Lucas Lane, 400 D Street, and 404 D Street. The CHDO shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. At closing, title shall transfer from the CHDO to the homeowner. A lien shall be placed on the property for the amount of HOME development subsidy and down payment assistance in accordance with HOME regulations.

CONTRIBUTION BY AGENCY

The total HOME and Community Housing Development Organizations (CHDO) funds allocated to the Project shall not exceed $600,000 including developer fees. The projected sources and uses of funds are as follows:

SOURCE OF FUNDS:		AMOUNT	% TOTAL
City of Cocoa	Program Income - $209,723 CHDO - $ 6,358	$216,081	38%
Brevard County Funds	Entitlement - $250,000 CHDO - 53,919	$303,919	53%
City of Palm Bay	CHDO - $ 49,900	$ 49,900	9%
TOTAL:		**$569,900**	100%
USE OF FUNDS:			
Completion		$569,900 *	
Subtotal:		$569,900 *	100%
Construction Costs/Inspection Fees/Down Payment Assistance/Developer Fee		$569,900 *	100%
TOTAL:		**$569,900***	**100%**

*These are estimated amounts, actual amounts may vary.

CITY OF COCOA RESPONSIBILITIES

1. The City of Cocoa's role is primary funder and grant manager for the Project. City staff will perform project oversight and grant management to the CHDO during the construction phase. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien on the property or a Land Use Restriction Agreement (LURA). A LURA shall only be used for resale provisions.

2. The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

3. The City of Cocoa shall perform the Environmental Review on the Project and shall be responsible to ensure the project is in compliance with all HOME Program Rules.

4. A copy of any project documents, monitoring reports and any correspondence related to this project shall be provided to the City of Palm Bay upon request.

CITY OF PALM BAY RESPONSIBILITIES

The City of Palm Bay's role is funder. Upon approval of this MOU, the City of Palm Bay shall commit to providing HOME CHDO funds in the amount of $49,900 to the project.

If the Agreement between the City of Cocoa and the CHDO is terminated by either party or the project is not completed within the designated timeframes, all funds received from the City of Palm Bay shall be reimbursed.

WITNESS OUR HANDS EFFECTIVE _____2017.

ATTEST: **CITY OF COCOA:**

_____ _____

Carie Shealy, City Clerk John A. Titkanich, Jr., City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp: _____

Notary Public Date

ATTEST: **CITY OF PALM BAY:**

_____ _____

Terese Jones, City Clerk Gregg Lynk, City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10 day of May, 2017, by Terese Jones & Gregg Lynk who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp: Danielle DiPaolo 5/10/17

Notary Public Date

DANIELLE DIPAOLO
Notary Public - State of Florida
Commission # FF 982610
My Comm. Expires May 29, 2020

The City of Florida Palm Bay

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Memorandum of Understanding between the City of Cocoa and the City of Palm Bay, CHDO Funding Under the HOME Grant**

The City of Palm Bay is entering into a Memorandum of Understanding with the City of Cocoa to support a Community Housing Development Organization (CHDO) project. The City Council approved this expenditure on February 2, 2017 as part of the adoption of the CDBG/HOME Action Plan.

Support for the CHDO project is prorated through the Brevard County HOME Consortium.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:
The Memorandum of Understanding with the City of Cocoa will authorize a maximum of $49,900.00 of Palm Bay CHDO funds to be transferred to the Cocoa CHDO project.

RECOMMENDATION:
Motion to authorize the City Manager to execute the Memorandum of Understanding.

Attachment: 1) Memorandum of Understanding

SB/cp/ab

APPROVED; RCM 2017-11

RESOLUTION NO. 2017-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; 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 2016-2017 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 23rd day of May, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 05/10/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,900	104-0000-334.93-00		State Grants-Brevard County Contribution	$ 0	$ 0	$ 49,900	$ 49,900
$ 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
$ 49,900	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,900	104-3240-554.83-00		Other Grants & Aids	$ 587,931	$ 587,931	$ 637,831	$ 105,831
$ 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
$ 49,900	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City will be reimbursed by $49,900 from the City of Palm Bay's portion of Brevard County HOME Consortium dollars in accordance with the MOU between the City of Cocoa and the City of Palm Bay. The agenda item is 17-220.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/23/17 RESOLUTION #: 2017-53

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

5/10/17 Nancy Bunt Digitally signed by Nancy Bunt Date: 2017.05.10 14:23:56 -04'00'	5/11/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.05.11 16:24:36 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/10/17 Steven Belden Digitally signed by Steven Belden Date: 2017.05.10 15:23:48 -04'00'	5/11/17 Lora Howell Digitally signed by Lora Howell Date: 2017.05.11 16:40:30 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-235	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/12/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	

Title: Approve a resolution to authorize the City Manager to execute the FDOT Landscape Construction and Maintenance Memorandum of Agreement, and any other FDOT-required documents necessary for permits, related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: 14-40
Attachment A - Landscape and Maintenance Agreement Form - Non-Sidewalk
Resolution FDOT Suntrust CLEAN
CO83 Brevard to Delannoy_2017-05-02

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2017
Agenda Date: May 23, 2017
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, Public Works Director
Requested Action:
Approve a resolution to authorize the City Manager to execute the FDOT Landscape Construction and Maintenance Memorandum of Agreement, and any other FDOT-required documents necessary for permits, related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems.

BACKGROUND:

In 2012 the segment of SR 520 from US1 to and the Indian River ranked #1 on the Space Coast Transportation Planning Organization's (SCTPO) annual State of the System Report (SOS). City staff in cooperation with SCTPO, identified funding for a FDOT Corridor Management Plan that was scheduled to start in the Fall of 2014. City staff along with the business and residential community felt the SOS report was of high importance and the Cocoa CRA funded a Corridor Management Plan in FY2014 to expedite the process. The Plan was completed in March of 2014 with numerous safety and pedestrian enhancement recommendations.

The Corridor Management Plan was provided to the FDOT contractor who was hired to complete the Corridor Study. The Florida Department of Transportation (FDOT) has completed a Corridor Study along Willard St. and King St. in downtown Cocoa. The SR 520 corridor is one of the heaviest-travelled roadways in Brevard County and exhibits a high number of accidents. Some of the recommendations in the Corridor Study included the addition of aesthetic amenities on either side of the road to provide a means of traffic "calming". FDOT has not yet funded the recommended improvements and due to the safety concerns identified the City has budgeted a Capital Improvement Project for Aesthetic Improvements along SR 520 in this area. Improvements include Paver Utility Strips, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. The intent is that these improvements will reduce traffic speeds and improve safety for pedestrians and other users of this corridor.

The City's consultant, QLH, has designed the aesthetic improvements in accordance with FDOT standards and requirements. Execution of the FDOT Landscape Construction and Maintenance Memorandum of Agreement for SR 520 will allow for the city to begin the permit process and the phased construction of these facilities as budget allows. Staff requests council authorize the City Manager, through resolution, to execute this agreement and any other documents reviewed and approved by the City Attorney as may be required in the future by FDOT to allow permitting and construction to progress.
This action is only for authorization of the agreement and separate agenda items authorizing expenditures for projects greater than the City Manager's spending authority will be brought for council's consideration. The first project will include improvements adjacent to the new Suntrust Facility on SR 520. The construction costs were approved by council on March 14, 2017. Council also authorized the City Manager to execute agreements on December 13, 2016, however FDOT requires a resolution as part of the council action.

STRATEGIC PLAN CONNECTION:

This project will improve the image of the City as well as improve safety for users of the SR520 Corridor through Cocoa.

BUDGETARY IMPACT:

There is no Budgetary Impact associated with this action.
Project Number PW17VS

PREVIOUS ACTION:

December 13, 2016 - Authorize City Manager to execute FDOT agreements (No Resolution)
March 13, 2017 - Authorize a PO to Suntrust Site Contractor

RECOMMENDED MOTION:

Approve a resolution to authorize the City Manager to execute the FDOT Landscape Construction and Maintenance Memorandum of Agreement, and any other FDOT-required documents necessary for permits, related to construction of Aesthetic Improvements in FDOT Right of Way along Willard

St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems.

CHAPTER 14-40
HIGHWAY BEAUTIFICATION AND LANDSCAPE MANAGEMENT

14-40.003 Highway Landscape Projects
14-40.020 Grant Application Process
14-40.022 Florida Highway Beautification Council Grant Award Process
14-40.023 Funding, Construction, and Maintenance of Beautification Projects
14-40.030 Application and Permit Issuance (Transferred)

14-40.003 Highway Landscape Projects.

(1) Department Authorization Required. No landscaping may be altered, removed, or installed on the Department's right of way by any person without written authorization by the Department pursuant to this rule chapter. All requirements for restoring the Department's right of way and highway landscape projects, where such restoration is made necessary by the construction or maintenance of utilities, are specified in the *Utility Accommodation Manual*, incorporated by reference under Rule 14-46.001, F.A.C. Requests to remove, cut, or trim vegetation that screens outdoor advertising signs for which outdoor advertising sign permits have been issued pursuant to Chapter 479, F.S., must be made in accordance with Part III of this rule chapter.

(2) Definitions.

(a) "Abutting Private Property Owner" means any person or entity having lawful control of land which adjoins, or is contiguous to, Department non limited access right of way.

(b) "Department" means the Florida Department of Transportation.

(c) "Highway Landscape Project" means any planned or actual landscape or landscaping on Department right of way, including construction or installation, planning, beautification, and maintenance thereof, by a local government entity, non governmental entity, or abutting private property owner.

(d) "Landscape" or "Landscaping" means any vegetation, mulches, irrigation systems, and any site amenities, such as, street furniture, decorative paving, fences, and lighting (excluding public utility street and area lighting).

(e) "Local Governmental Entity" means as defined in Section 11.45(1)(e), F.S.

(f) "Non Governmental Entity" means any person or organization, other than a governmental entity, who seeks approval of a highway landscape project.

(g) "Screen" or "Screening" means the planting or installation of any vegetation or other landscape material which will reach a height greater than the height of the bottom of the lowest sign face, as viewed from a height of 3.5 feet above the roadway surface at the edge of the travel lane closest to the outdoor advertising sign.

(h) "View Zone" means as defined in Section 479.106(6), F.S.

(3) Approval Criteria.

(a) Approval is based on review of a complete set of landscape plans. The District Landscape Architect can be consulted during preparation of landscape plans. The following plan preparation guidelines must be used:

1. Project data must be included on sheet 1 of the plans, and must include a location map with beginning and end of project mile posts, index of plans included in the set, state road number, local government and contact information, and name and address of the person and firm who prepared the plans.

2. Plans must be drawn to scale, exhibiting an accurate and legibility representation of existing conditions (above and below ground), and all proposed work. Plans must show all dimensions necessary to demonstrate compliance with this rule. If there is a baseline survey or centerline of construction, station points must be used. If there is no baseline survey or centerline, dimensioning must be from a fixed point. All dimensions must be noted in English system measurements (inches, feet, yards, miles, etc.). Plans must be plotted to scale on 11″ x 17″ multipurpose paper. Scale shall be such that clarity and ligibility are preserved. Plans must contain a graphic scale and north arrow with standard orientation on each plan sheet, and reference the state road number, section number, milepost, and local street names. Plans must also include curbs, edge of pavement, edge of travel lanes, guardrails, right of way fence and/or right of way lines, sidewalks, intersections, median breaks, driveways, bike lanes, transit facilities, surveying monuments, signs, view zones of permitted outdoor advertising signs, lighting, traffic signals, other traffic control devices, drainage features, limits of clear sight, set backs and clear zone limits, existing off site features and conditions which affect or are affected by the project, easements, above and below ground utilities, and all existing vegetation. Details and text must be large enough to be legible on all plan sheets.

3. Electronic files will be accepted when requested by the Department.

4. All proposed landscaping must be identified on the plans. For all plants, give the following information in tabular form:

Common Name
Botanical Name, including variety or cultivar
Quantity
Size when installed (height, caliper, spread, container size, clear trunk, multi-trunk, or any other descriptive aspect of the desired plants)
Maximum maintained or typical mature height, spread, and trunk diameter of normal mature plant specimens measured 6 inches above the ground.

5. Landscape plans must include written specifications for materials and installation that equal or exceed the requirements of Section 580 of the FDOT *Standard Specifications for Road and Bridge Construction*, January 1, 2007, incorporated herein by reference.

6. Landscape plans must include graphic installation details that meet or exceed the requirements of Design Standard 544, Landscape Installation, of the FDOT *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, 2008, incorporated herein by reference.

7. The approval of landscape plans requires a work zone traffic control plan in accordance with FDOT Design Standard 600 series incorporated in the *Utility Accommodation Manual* by reference in Rule 14-46.001, F.A.C., and the *Manual on Uniform Traffic Control Devices* as incorporated by reference under Rule 14-15.010, F.A.C.

8. A comprehensive maintenance plan must accompany the plans. The intent of design elements, such as to screen a view, maintain a clear sight distance, or assist with water retention, must be included in a description of the project, accompanied by a written or graphic guide describing the performance requirements of the entity responsible for maintaining the project. The maintenance plan must include requirements necessary to maintain and manage sight distance, horizontal and vertical clearance, accessibility, plant health, form, height and spread, mulch thickness and cover, edges, weeds and litter, irrigation system(s), hardscape, lighting, benches, and site amenities, and any other requirements necessary for the design intent to be fulfilled. The maintenance plan must include a work zone traffic control plan, and define the limits of the mowing and litter control that will be performed as part of the landscape project. When the landscape project is to be maintained by the Department, a maintenance cost estimate based on anticipated maintenance activities must be an attachment to the plans.

9. Plans must document conformity with sight distance requirements prescribed in FDOT Design Standard 546, Sight Distance at Intersections, of the FDOT *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, 2008, incorporated herein by reference. Plans must also document conformity with clear zone and horizontal clearance requirements prescribed in FDOT Design Standard 700, Roadside Offsets, of the FDOT *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, 2008, incorporated herein by reference.

10. Plans prepared by or for Department highway landscape projects must meet the requirements of Chapter 481, Part II, F.S.

(b) No planting or installation of vegetation or other landscape material for landscape projects, or issuance of permits for such planting or installation, including construction and beautification projects, is allowed on Department right of way which screens or which, when mature, will screen an outdoor advertising sign permitted under Chapter 479, F.S. This prohibition applies to outdoor advertising signs exempt from Department permitting requirements that are on the state highway system and located within incorporated municipalities. This prohibition applies to all landscape, construction, and beautification projects on Department right of way regardless of the source of funds for the project, except for landscape projects approved by the Department prior to the date of the original state sign permit for the sign. For purposes of this rule, a landscape, construction, or beautification project is approved when it is specifically identified in the Department's five year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

1. Screening is prohibited within a view.

2. When a landscape project is proposed within 1,000 feet approaching a permitted outdoor advertising sign which does not have an approved application for vegetation management, the landscape architect of record will notify the sign permittee at the address provided in accordance with subsection 14-10.011(2), F.A.C., that the permittee has 30 days to submit an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06, Rev. 09/07, incorporated herein, in accordance with

Part III of this rule chapter, that proposes the specific location of a view zone. If an application is not submitted by the sign permittee within 30 days of notification, screening will be prohibited as described in Section 479.106(6)(b), F.S.

3. The limits of the screening prohibition may be adjusted pursuant to a written agreement between the sign permittee and a local governmental entity.

(c) A local governmental entity may request approval to alter, remove, or install landscaping on the Department's right of way through submission of a landscape plan. When public health, safety, and welfare, operation of the transportation system, or the quality of the environment may be jeopardized, the Department will require that plans be signed and sealed by a registered landscape architect. After review by the Department, and the making of any necessary revisions by the local governmental entity, the Department will prepare a written agreement requiring the local governmental entity to properly construct and maintain the landscape project. The landscape plan will become Exhibit A to the agreement. If separate, the maintenance plan as described in subparagraph (3)(a)6. will become Exhibit B of the agreement. When the agreement is executed, and a Notice to Proceed is issued by the Department, the local governmental entity may proceed with the project.

(d) Non-governmental entities may seek approval to alter, remove, or install landscaping on the Department's right of way through submission of a landscape plan, and a resolution from the appropriate local government that commits the local government to execution of an agreement to properly construct and maintain the landscape project as described in paragraph (c) above.

(e) An abutting private property owner is not required to comply with paragraph (3)(d) of this rule and may apply for a permit to alter or install landscape materials on the Department's non limited access right of way directly abutting the owner's property between the right of way line and the nearest edge of pavement through submission of a Permit for Landscaping on State Road Right of Way, Form 650-050-09, Rev. 09/08, which is incorporated herein by reference and is available at any Department Office or on the Department website at: www.dot.state.fl.us/emo. When public safety, operation of the transportation system, or the quality of the environment is jeopardized, the District Landscape Architect will require abutting private property owners to submit for approval a landscape plan, maintenance plan, and work zone traffic control plan.

(f) Non-governmental entities or abutting private property owners seeking approval to install landscaping on the Turnpike right of way shall submit a completed Form 650-050-09 to the District Landscape Architect, Florida's Turnpike Operations Center, P. O. Box 9828, Fort Lauderdale, Florida 33310. The application must be accompanied by a landscape plan, maintenance plan, and work zone traffic control plan.

(g) Approval will only be granted when it is determined that all plans meet the requirements of this rule. No permit will be issued to an abutting private property owner to provide visibility of such property through the cutting, trimming, or removal of trees, shrubs, or herbaceous plants.

(4) Government Approvals. If the proposed highway landscape project is to be located on an Interstate Highway facility, Federal Highway Administration (FHWA) review is required. Approval pursuant to this Part does not relieve the local governmental entity, non governmental entity, or abutting property owner of local or other jurisdictional requirements.

(5) Installation and Maintenance.

(a) All landscape installation or maintenance activities performed by a local governmental entity, non governmental entity, or abutting property owner on the Department's right of way must be performed in conformity with approved landscape plans.

(b) If an agreement exists between the Department and a local governmental entity for the maintenance of an existing median and grassed areas for the section of roadway for which a landscape project is proposed, and if the Department determines that such agreement obligates the local governmental entity to maintain the proposed project in accordance with the approved maintenance plan, the agreement will be applied to the maintenance of the landscape project. If the Department has previously agreed to provide funds for such maintenance, no increased compensation will be provided by the Department for maintenance of the landscape project.

(6) As-built plans, or a summary of changes are required for all landscape projects, and must be submitted to the District Office within 30 days of the project completion.

(7) Donation of Landscape Projects. The Department will accept donations of plants, materials, installation, and maintenance for landscape projects on the State Highway System that meet the requirements of this rule. The donated landscape projects must substantially improve the appearance or manageability of the median or roadside. The agreement must stipulate that the sign and the landscape project may be removed by the Department for failure to meet the requirements of this rule chapter or the agreement. An agreement must be on file with the Department for the area in question before placement of the sign. Signs acknowledging donated landscape projects by an individual or entity may be erected on the right of way, when the donation includes installation and

maintenance pursuant to an executed agreement. Such signs will remain in place for a term of five years, unless otherwise specified in the agreement. The sign must not contain commercial logos or trademarks. Signs will be placed at each end of the landscape project.

(a) Interstate Highways: The sign acknowledging donation of landscape projects on the Interstate Highway System will be provided by the Department. This sign will be similar to the Adopt-a-Highway Program sign used by the Department, except that the word "landscaping" will be substituted for the words "litter control" and the colors will be green lettering on white background. The signs shall be installed and maintained by the Department.

(b) Arterial Highways: The approved sign design for arterial highways is depicted in Figure 1. The sign panel will be 18 inches tall and 24 inches wide with white background and green lettering, using lettering shown in Figure 1 and fabricated with non-reflective materials. The sign must be mounted on 4 inch by 4 inch pressure treated posts, or break away posts. The top of signs will be a maximum of no more than two feet above grade. Installation of signs is contingent upon an agreement with the appropriate local governmental entity. The approved sign panel(s) must be provided and replaced by the local governmental entity. Signs will be placed according to the approved landscape plan.

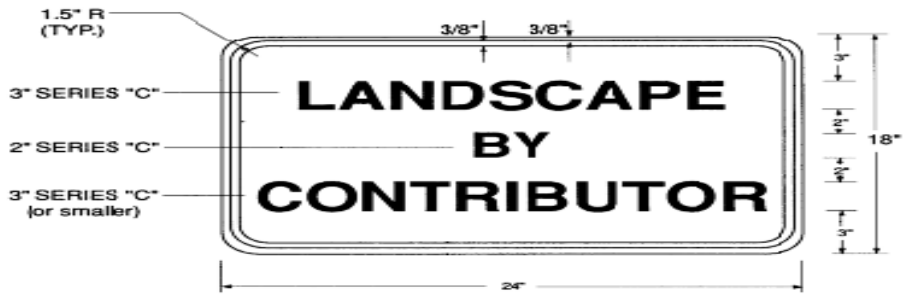


Figure 1 Arterial and Limited Access Landscape Roadway Sign

Rulemaking Authority 334.044(2), 337.2505 FS. Law Implemented 334.044(26), 335.167, 337.2505, 337.405, 339.24, 339.2405, 479.106 FS. History–New 9-22-92, Amended 1-19-99, 4-2-02, 5-22-05, 2-8-06, 12-24-08.

14-40.020 Grant Application Process.

(1) Purpose. The Department may provide grant assistance for highway beautification projects in accordance with Section 339.2405, F.S., to a local governmental entity or a local highway beautification council.

(2) Definitions.

(a) "Agreement" means the contract between the Applicant and the Department setting forth the terms of the grant.

(b) "Applicant" means a local governmental entity, as defined in Section 11.45(1)(d), F.S., or a local highway beautification council as established in accordance with Section 339.2405(9), F.S.

(c) "Council" means the Florida Highway Beautification Council.

(d) "Department" means the Florida Department of Transportation.

(e) “Grant” means funds provided by the Department to Applicants, pursuant to this rule chapter.

(f) “Grant Application” means the Florida Highway Beautification Council Grant Application, Form 650-050-10, Rev. 01/04, incorporated herein by reference. Copies of the grant application form and instructions for completing the grant application may be obtained from any Department Office or on the Department website at www.dot.state.fl.us/emo.

(g) “Grant Coordinator” means the Department District employee responsible for the FHBC grant program.

(3) Grant Application.

(a) Applicants must submit a grant application to the Grant Coordinator having jurisdiction over the state highway on which the beautification project is proposed. Grant applications must be accompanied by the following supporting documents: location map, photographs of existing conditions, one page written project narrative, written or graphic conceptual plan (in accordance with Part I of this rule chapter), one paragraph descriptions of each evaluation attribute, photographs or sketches of examples of proposed improvements, list of proposed plant species (scientific and botanical names) and anticipated quantities, anticipated maintenance schedule, proposed means of providing supplemental water, project schedule, and resolutions required in paragraph (e) below.

(b) The grant application deadline is October 1 for the next fiscal year which begins on July1. When preparing a grant application, applicants should meet and work with the Grant coordinator on beginning three months or more in advance of the deadline, to give adequate time for review and revisions. Any incomplete or late filed applications will not be accepted. Grant applications for highway beautification grants from the Council must be filed and processed in accordance with this rule chapter.

(c) In order for the Council to consider a grant application for any the following fiscal year, ten paper copies or electronic file copies of the completed grant application and supporting documents must be received by the Grant Coordinator by October 1. When requested by the Grant Coordinator, additional copies will be provided. Incomplete grant applications, or grant applications that do not comply with state or federal regulations, will be returned to the applicant. An applicant may amend and resubmit any returned grant application by the October 1 deadline.

(d) Applicants may submit an unlimited number of grant applications, for any number of project sites. The Grant Coordinator will note on the application if the applicant previously received Council grants and if previous projects were maintained in accordance with the terms of prior agreements.

(e) The applicant’s governing body must have passed a resolution approving the grant application and authorizing the individual who signs the grant application for the applicant to execute agreements and documents associated with the grant. A copy of such resolution must be included with the application.

(f) Applicants are encouraged to submit grant applications for projects supported with equal (50 percent) matching funds or in kind contributions from other sources. Design fees up to 10 percent of the grant amount may be considered towards the applicant’s match.

Rulemaking Authority 339.2405 FS. Law Implemented 339.2405 FS. History–New 1-19-99, Amended 11-22-01, 3-20-03, 8-10-03, 12-23-03, 2-8-06, 12-24-08.

14-40.022 Florida Highway Beautification Council Grant Award Process.

(1) The Council shall meet semiannually, or more often if needed to consider all grant applications submitted by each Grant Coordinator.

(2) The Council will consider all grant applications submitted by each Grant Coordinator.

(a) The Council will evaluate the applications based on the following attributes:

1. Aesthetic value and imaginative conceptual design.
2. Level of local support and community involvement.
3. Cost effectiveness.
4. Feasibility of installation and maintenance.
5. Contribution to improvement of environmental conditions, including litter prevention, erosion control, visual screening, and noise abatement.
6. Use of Florida native wildflowers, and diversity of other desirable native, hybrid native, or noninvasive plant species.
7. Emphasis on low maintenance and water conservation.
8. Use of recycled materials such as mulch, reuse water, or solid yard waste compost.
9. Contribution to an area wide or regional beautification plan.
10. Value to the community.

(b) The Council will assign a numerical score to each application by:

1. Reviewing each grant application and assigning a numerical score using the established range of 0 to 10 points for each attribute for a total possible score of 100 points.

2. Totaling all the attribute scores for a total application numerical score.

(c) Grant applications will be ranked in priority by numerical score, the highest numerical score being ranked the highest priority.

(3) The Council will provide the Department Secretary with a list of prioritized grant applications, with recommended funding levels, and conditions for grant awards.

Rulemaking Authority 339.2405 FS. Law Implemented 339.2405 FS. History–New 3-9-99, Amended 11-22-01, 3-20-03, 8-10-03, 12-23-03, 12-24-08.

14-40.023 Funding, Construction, and Maintenance of Beautification Projects.

(1) Award of Grants.

(a) The Secretary will award grants in the order they appear on the Council's prioritized list and in accordance with available funding. Each grant will be limited to a maximum of 10% of the total Department's beautification grants budget.

(b) Official notice of each grant award will be made by the Department by certified mail to the applicant named in the grant application.

(c) To accept a grant, an applicant must send a letter of acceptance by certified mail to the Grant Coordinator within 15 days from the date of receipt of the offer of the award.

(d) Funds will be released by the Department when agreements are executed, the project is constructed as per plans approved by the Department (see Part I of this Rule Chapter), there is written final acceptance by the Department, and receipts for grant expenses are reviewed and approved by the Department.

(e) All funding of grants is contingent upon legislative appropriations.

(2) Execution of Agreements.

(a) Agreements associated with the grant must be executed within one year from date of the letter of acceptance, and meet the requirements of paragraph 14-40.003(3)(c), F.A.C. Failure to execute the required agreements will result in the grant award being withdrawn. Future grant applications from an applicant who fails to comply with this subsection will not be accepted for a period of two fiscal years.

(b) The agreement(s) between the applicant and the Department must state:

1. The intended use of the grant, as described in the grant application.

2. The payment terms for the grant (e.g., lump sum reimbursement or progress payments for long term work).

3. Any actions which the Department will take in the event of noncompliance by the applicant.

4. The methods to be used by the Department to determine compliance with the terms of the agreement.

(c) The individual(s) who sign the agreements on behalf of the grant applicant, or the grant applicant's designee, shall certify that the project is implemented as specified in the agreements, and shall provide a certification of completion before the final invoices are submitted for the project.

Rulemaking Authority 339.2405 FS. Law Implemented 339.2405 FS. History–New 3-20-03, Amended 8-10-03, 12-24-08.

14-40.030 Application and Permit Issuance.

Rulemaking Authority 334.044(2), 337.2505(1), 479.02(7), 479.106(8) FS. Law Implemented 334.044(26), 335.167, 337.405, 479.106 FS. History–New 1-19-99, Amended 2-7-02, 2-8-06, 12-24-08, Transferred to 14-10.057.

LANDSCAPE CONSTRUCTION REV. 9/2/16
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **"DEPARTMENT"** and , a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **"LOCAL GOVERNMENT."**

W I T N E S S E T H

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road ; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated_____, 20_____, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic

inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to . Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or

   (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

   Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove

said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

   "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department's Orlando Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.

9. **LOCAL GOVERNMENT**:

   (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

   (b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.

12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

13. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

The remainder of this page is intentionally left blank

16. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

(LOCAL GOVERNMENT)

By:_____

Mayor

Attest:_____(SEAL)

Clerk

_____
Legal Approval

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Alan E. Hyman
Director of Transportation Operations

Attest: _____(SEAL)
Norma Mejias
Executive Secretary

_____
Legal Approval

RESOLUTION NO. 2017-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO THE CONSTRUCTION OF AESTHETIC TRAFFIC CALMING IMPROVEMENTS IN THE FDOT RIGHT OF WAY ALONG WILLARD STREET (SR520) AND KING STREET (SR520) FROM BREVARD AVENUE TO DELANNOY AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa, under an existing agreement with the Florida Department of Transportation (FDOT), currently maintains certain portions of SR520 and Highway US1 right of ways; and

WHEREAS, The City of Cocoa desires to construct landscape and other aesthetic improvements in the Right of Way of State Road 520 known as Willard St. and King St. between US #1 and the Indian River Bridges for the purpose of traffic calming and pedestrian safety; and

WHEREAS, FDOT has provided a proposed Landscape Construction and Maintenance Memorandum of Agreement to formalize City construction in the SR 520 Right of Way areas for the portion of the project between Brevard Avenue and Delannoy Avenue, and required maintenance of this area; and

WHEREAS, Public Works Department staff has reviewed the Memorandum of Agreement with FDOT and finds it acceptable to meet the needs of the City.

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

SECTION 1. The City Council of Cocoa hereby approves entering into a Landscape Construction and Maintenance Memorandum of Agreement with FDOT (attached as Attachment A) and authorizes the City Manager to execute said document on behalf of the City contingent on final City Attorney Approval.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed.

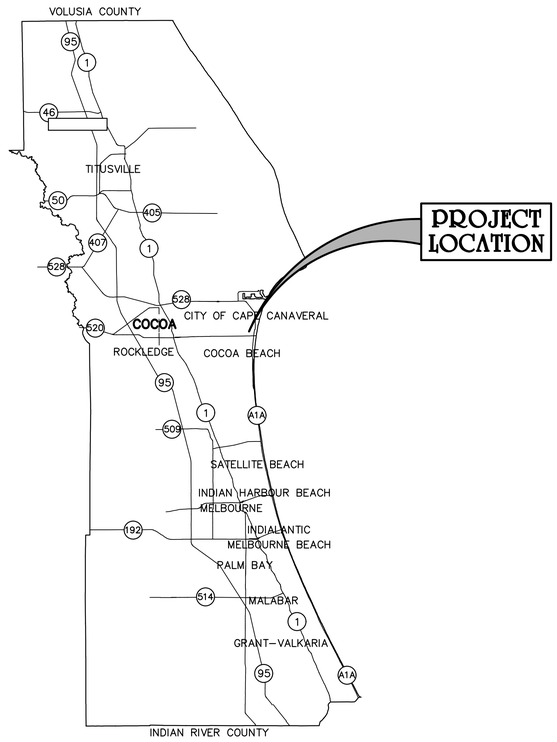
SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd of May, 2017.

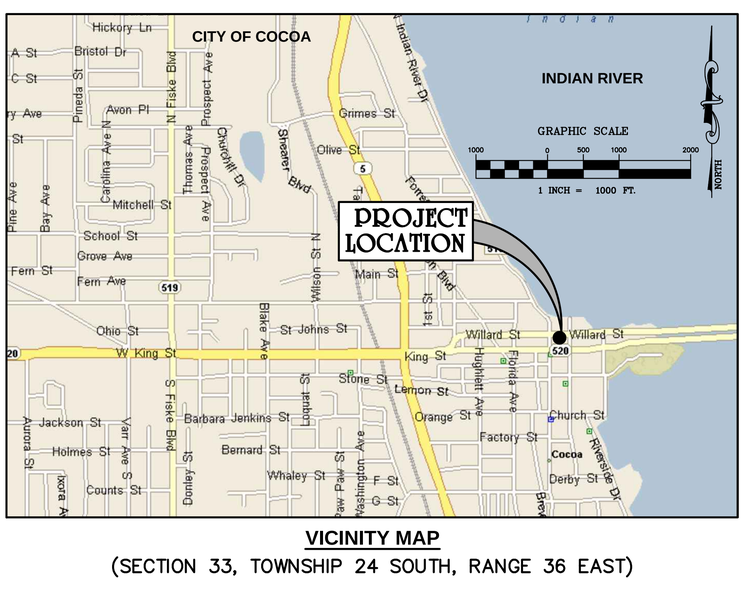
_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk



COUNTY MAP



VICINITY MAP

(SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST)

CITY of COCOA, FLORIDA

SR520 TRAFFIC CALMING IMPROVEMENTS (BREVARD AVENUE TO DELANNOY AVENUE)

MAY 2017

ROADWAY PLANS INDEX	
1	COVER SHEET – INDEX – VICINITY MAP
2	KEY MAP, NOTES AND IMAGES
3	PLAN
4	DETAILS
5	MOT DETAILS
6	MOT DETAILS

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.QLHA.com (386) 761-6810

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761- 3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

ENGINEER OF RECORD: DAVID A. KING, P.E.

P.E. NO.: #50609

CITY of COCOA PROJECT MANAGER: ED WEGERIF, P.E.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

S:\COCO\083 SR520 Traffic Calming Improvements\Production\Design\CAD\Sunbrust_Site\COVER SUNTRUST.dwg, 5/2/2017 11:22:40 AM, DWG To PDF.pc3, PEJ

GENERAL NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON CITY OF COCOA BEACH STATE ROAD 520 WATERLINE REPLACEMENT PROJECT PLANS (FORREST AVE. TO DELANNOY AVE.) DATED 01/31/15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND STRUCTURES THAT MAY BE ENCOUNTERED IN THE WORK AREA AND TO AVOID CONFLICTS WITH EXISTING FACILITIES. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.
2. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
3. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE UTILITY.
5. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR THAT IS IN THE VICINITY THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK; THE REMOVAL OF OR DESTRUCTION OF WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES OF THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.
7. ADEQUATE EXCAVATION, SHEATHING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT THEIR EXPENSE TO PROVIDE THE PROJECT ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATIONS OF ALL NEWLY CONSTRUCTED IMPROVEMENTS.
9. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS LISTED BELOW THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) TWO BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
10. ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARD INDICES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATIONS MANUAL.
11. IF REQUIRED FOR CONSTRUCTION OR REPAIR, SAW CUT SIDEWALK(S) AT EXISTING JOINTS. REMOVE AND REPLACE FULL SECTIONS.
12. ALL SIDEWALK REPLACEMENT WITHIN FDOT R.O.W. SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF FDOT INDEX 310

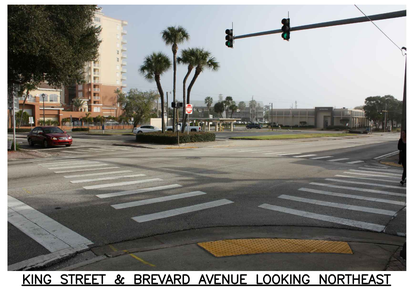


GRAPHIC SCALE

200 0 100 200 400

1 INCH = 200 FT.

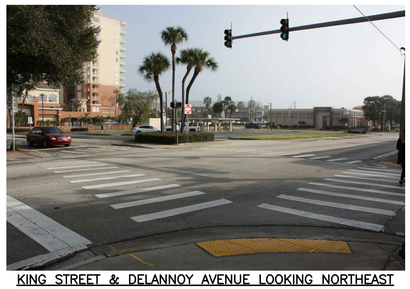
KEY MAP



KING STREET & BREVARD AVENUE LOOKING NORTHEAST



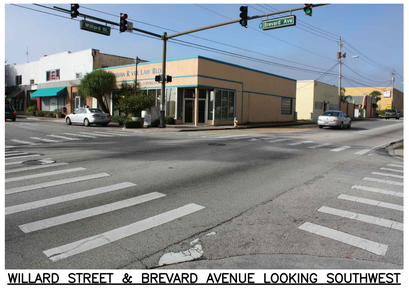
KING STREET & BREVARD AVENUE LOOKING SOUTHWEST



KING STREET & DELANNOY AVENUE LOOKING NORTHEAST



KING STREET & DELANNOY AVENUE LOOKING SOUTHEAST



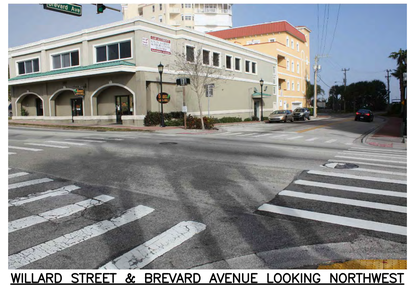
WILLARD STREET & BREVARD AVENUE LOOKING SOUTHWEST



WILLARD STREET & DELANNOY AVENUE LOOKING NORTHEAST



WILLARD STREET & DELANNOY AVENUE LOOKING SOUTHEAST



WILLARD STREET & BREVARD AVENUE LOOKING NORTHWEST

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
COCOA
BREVARD COUNTY, FL

SR520 TRAFFIC CALMING IMPROVEMENTS

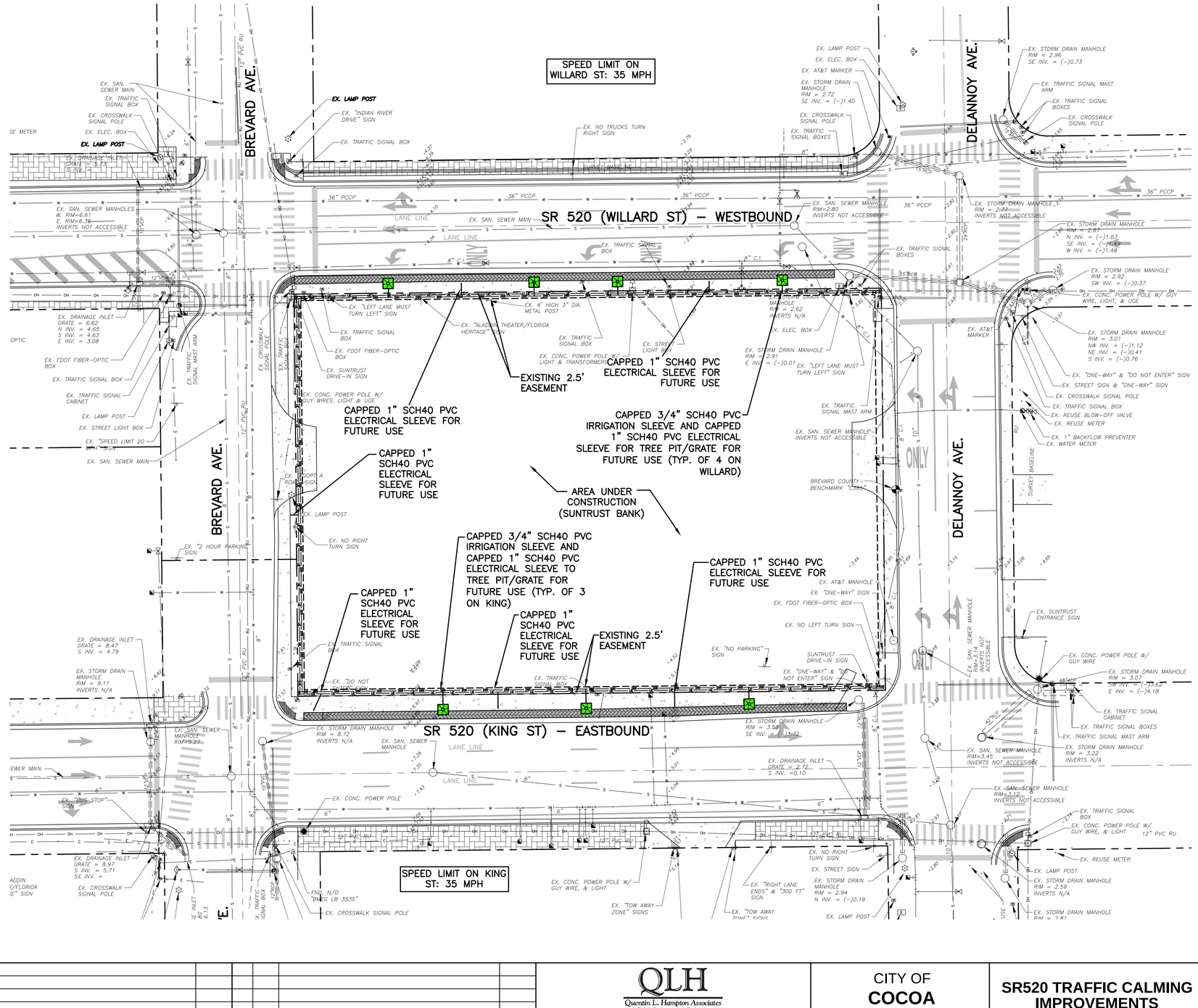
PROJECT No. C083

KEY MAP, NOTES & IMAGES

DAVID A. KING, P.E.
FLORIDA REGISTRATION
50609

SHEET NO.
2
OF 6

S:\COCO083 SR520 Traffic Calming Improvements\Production\Design\CAD\Suntrust_Site\C083_2 KEY MAP SUNTRUST.dwg, 5/2/2017 11:23:30 AM, DWG To PDF.pc3, PE3



GRAPHIC SCALE

20 0 10 20 40

LEGEND: (EXISTING)

- UNDERGROUND ELECTRIC
- OVERHEAD WIRE
- GAS LINE
- REUSE LINE
- UNDERGROUND COMMUNICATION
- WATER LINE
- SEWER LINE
- RIGHT-OF-WAY LINE
- WOOD POWER POLE/GUY WIRE
- CONC. POWER POLE/GUY WIRE
- STREET SIGN
- GATE VALVE
- METER BOX
- LIGHT POLE
- COMMUNICATION HAND HOLE
- FIRE HYDRANT
- CONCRETE

LEGEND: (PROPOSED)

- 3' WIDE PERVIOUS PAVER SIDEWALK
- TREE PIT/GRATE W/ CREPE MYRTLE TREE
- IRR — IRR — IRRIGATION PIPE – 2" PVC SCH 40 – "PURPLE"
- UE — UE — ELECTRICAL CONDUIT – 2" PVC SCH 40 WITH COMPOSITE PULL BOX AT 1" SLEEVES AND CONDUIT BENDS/ENDS (17 TOTAL)

NOTES:

1. WORK IS TO BE COORDINATED WITH SUNTRUST BANK CONSTRUCTION, INCLUDING WORK WITHIN SR 520 R/W
2. INSTALLATION OF TREES IN TREE PITS/GRATES AND STREET LIGHTS TO BE PROPOSED UNDER SEPARATE PERMIT/AGREEMENT APPLICATION.

NO.	BY	REVISIONS	DATE

NO.	BY	REVISIONS	DATE

QLH
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CITY OF
COCOA
BREVARD COUNTY, FL

SR520 TRAFFIC CALMING IMPROVEMENTS

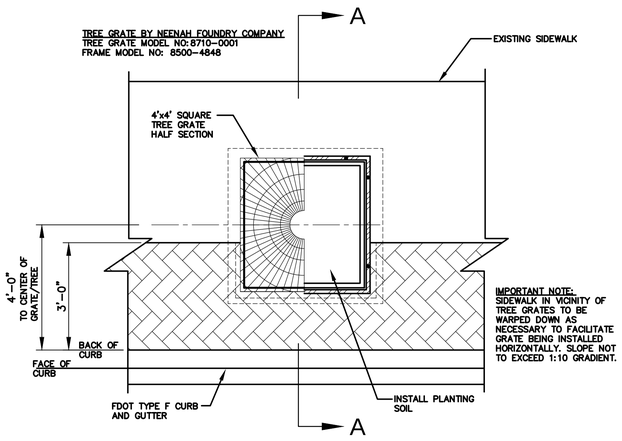
PROJECT No. C083

PLAN

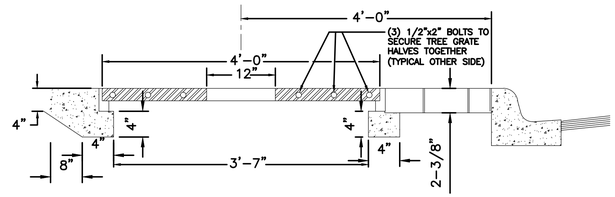
DAVID A. KING, P.E.
FLORIDA REGISTRATION 50609

SHEET NO.
3
OF 6

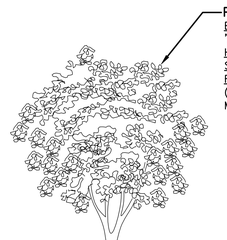
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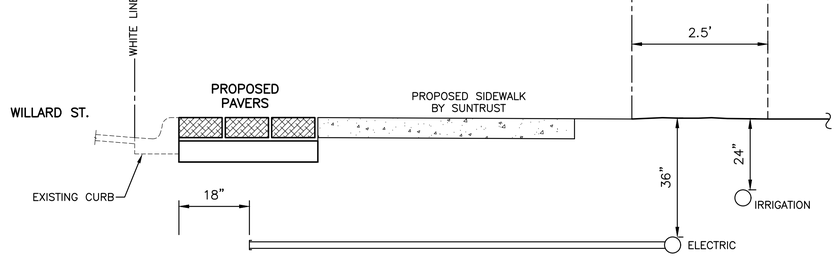
PROPOSED PLAN VIEW
NOT TO SCALE



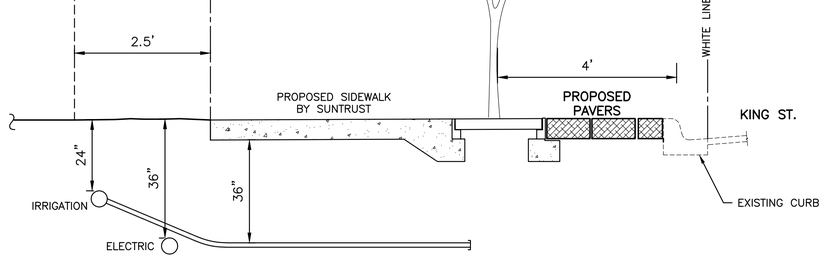
TREE GRATE – CROSS SECTION "B"–"B"



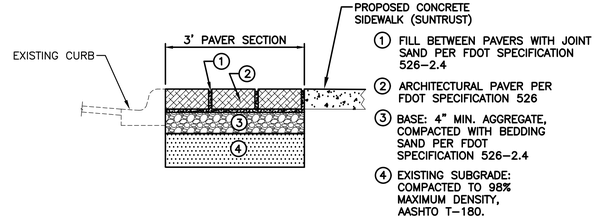
PROPOSED FUTURE TREES
BOTANICAL/COMMON NAME: LAGERSTROEMIA INDICA 'MUSKOGEE'
'STD' / MUSKOGEE CREPE MYRTLE TREE
HT: 13'-14'
SPR: 5'-6'
REMARKS: MIN 3" CAL 100 GAL CONT SINGLE TRUNK/MIN FIVE (5) BRANCHES
MIN 8.5' CLEAR TRUNK (C.T.)



SUNTRUST CONSTRUCTION



CROSS SECTION AT SUNTRUST SITE
NOT TO SCALE



PERVIOUS PAVER BRICK SECTION
NOT TO SCALE

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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CITY OF
COCOA
BREVARD COUNTY, FL

SR520 TRAFFIC CALMING IMPROVEMENTS

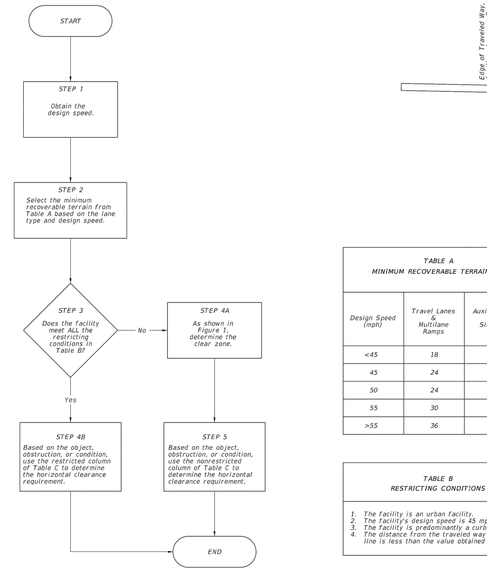
PROJECT No. C083

DETAILS

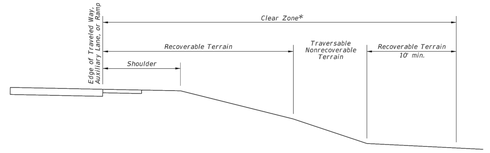
DAVID A. KING, P.E.
FLORIDA REGISTRATION
50609

SHEET NO.
4
OF 6

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PROCESS FOR DETERMINING HORIZONTAL CLEARANCE



ROADSIDE TERRAIN
FIGURE 1

* Roadside Slopes shown in Figure 1 are for Maintenance and Permitting purposes when establishing Clear Zone requirements. For FDOT Standard Roadside Slopes, refer to PPM, Volume 1, Chapter 4.

TABLE A
MINIMUM RECOVERABLE TERRAIN (ft)

Design Speed (mph)	Travel Lanes & Multilane Ramps	Auxiliary Lanes & Single Lane Ramps
<45	18	10
45	24	14
50	24	14
55	30	18
>55	36	24

TABLE B
RESTRICTING CONDITIONS

1. The facility is an urban facility.
2. The facility's design speed is 45 mph or less.
3. The facility is predominantly a curbed facility.
4. The distance from the traveled way to the R/W line is less than the value obtained in STEP 2.

DEFINITIONS

Roadside Terrain includes all surfaces along the roadway adjacent to the traveled way. For the purpose of establishing clear zones and horizontal clearance requirements, roadside terrain is defined as recoverable, traversable, traversable nonrecoverable, nontraversable, and hazardous as follows:

Clear Zone is the relatively flat unobstructed area that is to be provided for safe use by errant vehicles, and must be wide enough so that the sum of all the recoverable terrain within is equal to or greater than the value obtained in STEP 2. Recoverable terrain provided beyond nonrecoverable terrain must be a minimum of 10 feet. Areas beyond nontraversable and hazardous terrain cannot be used as recoverable or traversable nonrecoverable terrain.

Horizontal Clearance Requirements are shown in Table C and are the required offsets to an object from a specified point on the roadway.

Recoverable when it is safely traversable and on a slope that is 1v:4h or flatter.

Traversable when the slope is 1v:3h or flatter.

Traversable Nonrecoverable when it is safely traversable and on a slope that is steeper than 1v:4h but not steeper than 1v:3h.

Nontraversable when it is not safely traversable or on a slope that is steeper than 1v:3h.

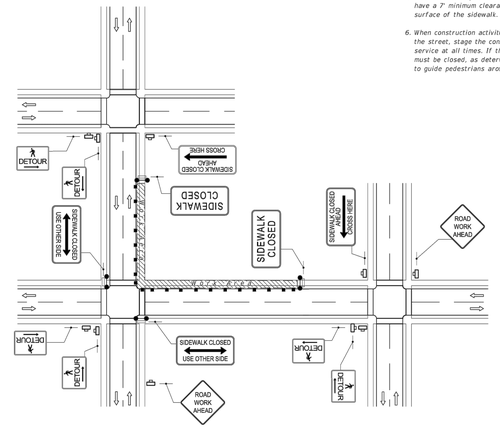
Hazardous when a slope is steeper than 1v:3h and deeper than 6 feet as shown in Figure 2.

SYMBOLS

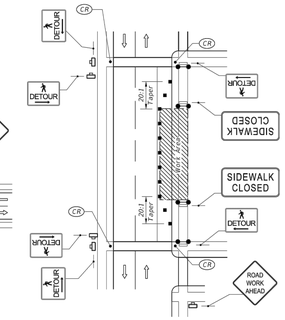
- Work Area
- Channelizing Device (See Index 600)
- Work Zone Sign
- CR — Required Locations For Either Temporary Or Permanent Curb Ramps.
- Lane Identification + Direction of Traffic
- Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)

GENERAL NOTES

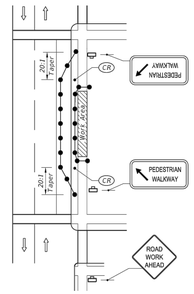
1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this Index. Use project specific designs for scenarios not included on this Index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.
7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCDs to delineate both sides of the temporary walkway.



CROSSWALK CLOSURE AND PESESTRIAN DETOUR



SIDEWALK DETOUR



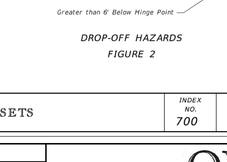
SIDEWALK DIVERSION

TABLE C

CATEGORY	Item No.	OBJECTS, OBSTRUCTIONS OR CONDITIONS		HORIZONTAL CLEARANCE REQUIREMENTS: Restricted (See Table B)	HORIZONTAL CLEARANCE REQUIREMENTS: Nonrestricted
GENERAL	1	Above ground fixed hazards: All roadside objects, obstructions or conditions other than those listed below that exceed 4 inches in height and pose a hazard to errant vehicles and vehicle occupants.		Locate as close to the Right Of Way as practical and not less than 4 feet from face of curb.	Locate outside the clear zone as close to the Right Of Way as practical.
	2	Drop-off hazards: Any point along a roadside slope steeper than 1v:3h that is deeper than 6 feet below the hinge point. See Figure 2.		Locate the point that is 6 feet below the hinge point no less than 22 feet from the edge of traveled way.	Treat as roadside slopes in accordance with Design Standard, Index 400.
ROADWAY	3	All FDOT approved guardrails, guardrail end terminals, crash cushions, and concrete barriers (temporary or permanent).		Locate as shown in the Design Standards.	
	4	Mailboxes	Design Standard, Index 532.	Locate in accordance with Design Standard, Index 532.	
	5		Not Shown in Design Standard, Index 532	Not to be used.	
	6	Trees	Expected to become greater than 4 inches in diameter (measured 6 inches above the ground).	Outside roadways: Locate no less than 4 feet from face of curb in accordance with Design Standard, Index 546. Inside medians: Locate no less than 6 feet from the edge of traffic lane and in accordance with Design Standard, Index 546.	Locate outside the clear zone as close to the Right Of Way as practical and in accordance with Design Standard, Index 546.
	7		Not expected to become greater than 4 inches in diameter (measured 6 inches above the ground).	Locate in accordance with Design Standard, Index 546.	
	8	Canals	Behind guardrail.	Locate no less than 5 feet from the back of the guardrail post.	
	9		Unshielded	Locate as close to the Right Of Way as practical and not less than 40 feet from the edge of traveled way.	Design Speeds of 50 mph and greater: Locate as close to the Right Of Way as practical and not less than 60 feet from the edge of traveled way. Design speeds less than 50mph: Locate as close to the Right of Way as practical and not less than 50 feet from the edge of traveled way.
DRAINAGE	10	Culvert wing walls, endwalls, retaining walls and flared end sections	less than or equal 6 feet deep.	Locate no less than 4 feet from face of curb.	Locate outside the clear zone.
	11		greater than 6 feet deep.	Treat as drop-off hazard; See Item No. 2.	
	12	Mitered end sections.		Locate as shown in Design Standard, Index 273 and Index 273.	
TRAFFIC CONTROL DEVICES	13	Frangible or breakaway sign supports.		Locate in accordance with Design Standard, Index 17302.	
	14	Overhead sign supports and other nonfrangible signs.		Locate no less than 4 feet from face of curb.	Locate outside the clear zone
	15	Traffic infraction detectors, signal controller cabinets, signal poles, strain poles and mast arms		Locate no less than 4 feet from face of curb and not in medians.	Locate outside the clear zone and not in medians.
LIGHTING	16	Conventional lighting (frangible).		Locate no less than 4 feet from face of curb and only on barrier walls in medians.	Locate 20 feet from travel lanes or 14 feet from auxiliary lanes. Not in medians. May be clear zone width when the clear zone is less than 20 feet.
	17	Highmast lighting		Not applicable	Locate outside the clear zone.
STRUCTURES	18	Bridge piers and abutments: Above ground vertical structures.		Locate not less than 16 feet from edge of traveled way.	Locate outside the clear zone.
UTILITIES	19	Fire hydrants with bases no higher than 4 inches above ground.		Locate not less than 2 feet from face of curb.	Locate as close to the Right Of Way as practical.
	20	Aboveground fixed Utilities (AFUs).		New AFUs placed no closer than 4 feet from the face of curb and as close to the R/W as practical.	New AFUs are to be outside the Clear Zones established using Table A Recoverable Terrain and as close to the R/W line as practical.
RAILROADS	21	Railroad crossing traffic control devices.		Locate in accordance with Design Standard, Index 17882.	

GENERAL NOTES

1. When shielding an object and sidewalks are present, an unobstructed sidewalk width of at least 4 feet must be provided.
2. When site specific conditions prohibit meeting the lateral offset requirements in TABLE C, the object, obstruction or condition must be crashworthy or mitigated, possibly by shielding. Otherwise, see the PPM, Volume 1, Chapter 4.



DROP-OFF HAZARDS
FIGURE 2

GENERAL NOTES

1. Work operations shall be confined to either one lane, or lane combinations as follows:

   a. Outside travel lane;
   b. Outside auxiliary lane;
   c. Outside travel lane and adjoining auxiliary lane;
   d. Inside travel lane △;
   e. Inside auxiliary lane △;
   f. Inside travel lane and adjoining auxiliary lane △
   △ See Sheet 3

   If the work area is confined to an auxiliary lane the work area shall be barricaded and the RIGHT (LEFT) LANE CLOSED AHEAD signs replaced by ROAD WORK AHEAD signs, and the merge symbol signs eliminated.

2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
4. Signs are required on the median side for divided highways.
5. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. For work operations up to approximately 15 minutes, signs, channelizing devices, and arrow board may be omitted if all of the following conditions are met:

   a. Speed limit is 45 mph or less.
   b. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
   c. Volume and complexity of the roadway has been considered.
   d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.

2. For work operations up to 60 minutes, the arrow board may be omitted if conditions a, b, and c in DURATION NOTE 1 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

SYMBOLS

- Work Area
- Work Zone Sign
- Advance Warning Arrow Board
- Type III Barricade
- Channelizing Device (See Index No. 600)
- Lane Identification + Direction of Traffic

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

QLH
Quentin L. Hampton Associates
Civil & Environmental Engineers
www.QLHA.com (386) 761-6818
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
COCOA
BREVARD COUNTY, FL

SR520 TRAFFIC CALMING IMPROVEMENTS

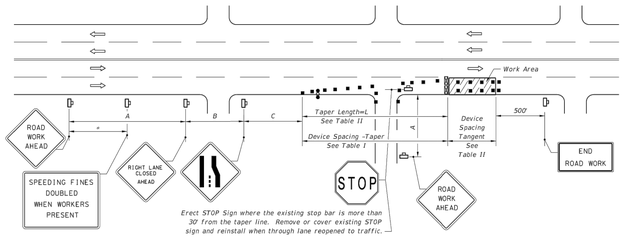
PROJECT No. C083

ROADSIDE OFFSET AND M.O.T.

DAVID A. KING, P.E.
FLORIDA REGISTRATION 50609

SHEET NO.
5
OF 6

S:\COCO\C083 SR520 Traffic Calming Improvements\Production\Design\CADS\Settrust_Site\CO83_5-6 MOT SUNTRUST.dwg, 5/2/2017 11:33:12 AM, DWG To PDF.pc3, PE3



Erect STOP Sign where the existing stop bar is more than 30' from the taper line. Remove or cover existing STOP sign and reinstall when through lane reopened to traffic.

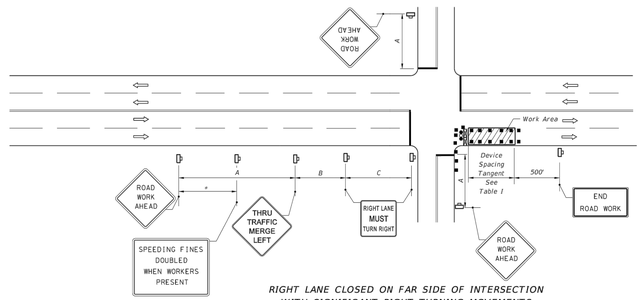
RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDESTREET

DISTANCE BETWEEN SIGNS			
Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50



RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

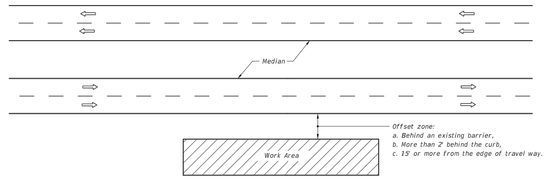
Table II
Taper Length - Merge
(12' Lateral Transition)

Speed (mph)	L (ft)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	L=WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a right lane having significant right turning movements, then the right lane may be restricted to right turns only as shown in this detail.
2. For intersection approaches reduced to a single lane, left turning movements may be prohibited to maintain capacity for through vehicular traffic.

LAST REVISION	DESCRIPTION:	FDOT		
07/01/15		FY 2016-17 DESIGN STANDARDS	MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE	INDEX NO. 616 / SHEET NO. 2 of 3



GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area), requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
2. No special signing is required.
3. This index also applies when work is being performed on a multilane undivided highway.
4. This index also applies to work performed in the median behind an existing barrier or more than 15' from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
5. When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ Indexes.
6. When construction activities encroach on a sidewalk, refer to Index No. 660.
7. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

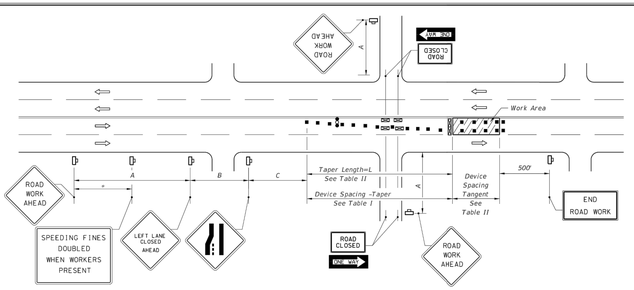
Work Area

Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT		
07/01/05		FY 2016-17 DESIGN STANDARDS	MULTILANE WORK OUTSIDE SHOULDER	INDEX NO. 611 / SHEET NO. 1 of 1



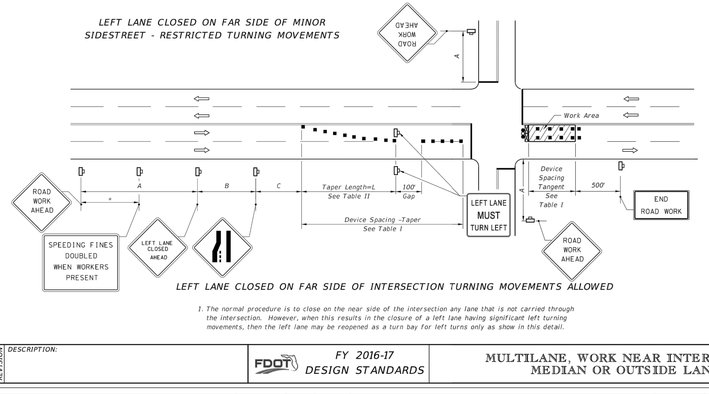
LEFT LANE CLOSED ON FAR SIDE OF MINOR SIDESTREET - RESTRICTED TURNING MOVEMENTS

DISTANCE BETWEEN SIGNS			
Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50



LEFT LANE CLOSED ON FAR SIDE OF INTERSECTION TURNING MOVEMENTS ALLOWED

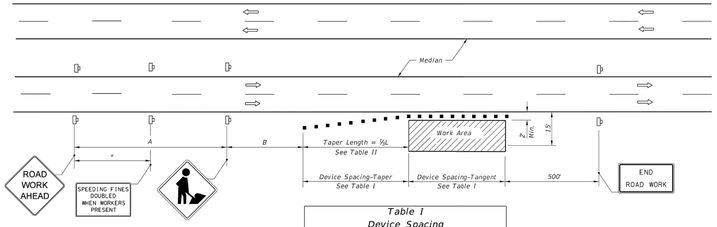
Table II
Taper Length - Merge
(12' Lateral Transition)

Speed (mph)	L (ft.)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	L=WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a left lane having significant left turning movements, then the left lane may be reopened as a turn bay for left turns only as show in this detail.

LAST REVISION	DESCRIPTION:	FDOT		
07/01/15		FY 2016-17 DESIGN STANDARDS	MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE	INDEX NO. 616 / SHEET NO. 3 of 3



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft.)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

Work Area

Channelizing Device (See Index No. 600)

Work Zone Sign

Lane Identification + Direction of Traffic

GENERAL NOTES

1. When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an M0T-5-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
2. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
7. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT		
01/01/16		FY 2016-17 DESIGN STANDARDS	MULTILANE, WORK ON SHOULDER	INDEX NO. 612 / SHEET NO. 1 of 1

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
COCOA
BREVARD COUNTY, FL

SR520 TRAFFIC CALMING IMPROVEMENTS

PROJECT No. C083

M.O.T.

DAVID A. KING, P.E.
FLORIDA REGISTRATION
50609

SHEET NO. 6 OF 6

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Legislation Details (With Text)

File #:	17-127	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	3/15/2017		**In control:**	City Council	
On agenda:	5/23/2017		**Final action:**		
Title:	Approve the Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc., Maitland, Florida, for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2017 through May 26, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3rd Amendment to Purchase Agmt Exhibit - A Rate Schedule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: May 23, 2017
Prepared By: L J Hubbard, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc., Maitland, Florida, for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2017 through Mary 26, 2019

BACKGROUND:

On December 17, 2007, the City solicited statements of qualifications from firms interested in providing engineering services for wastewater treatment & disposal systems. The solicitation was part of the Consultants Competitive Negotiation Act process as mandated in F.S. 287.055 and the City of Cocoa Purchasing Policy.

Services included all phases of engineering, planning, design, operating and maintenance studies, environmental impact assessments, consumptive use permitting and compliance, services during bidding and construction, and other various related services. Camp Dresser & McKee Inc. dba CDM Smith, Inc., of Maitland, Florida, was selected as the most qualified firm for engineering services for wastewater treatment & disposal systems.

On May 13, 2008, City Council approved the execution of a Continuing Service Agreement with Camp Dresser & McKee Inc. dba CDM Smith, Inc. for Engineering Services for Wastewater Treatment & Disposal Systems with the option to extend the term three additional two-year renewals.

Authorization to perform tasks will be given on an individual task order basis.

On May 14, 2013, City Council approved the First Amendment to Purchase Agreement with CDM Smith, Inc. for Engineering Services for Wastewater Treatment & Disposal Systems from May 27, 2013 through May 26, 2015.

On March 24, 2015, City Council approved the Second Amendment to Purchase Agreement with CDM Smith, Inc. for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2015 through May 26, 2017.

Staff recommends approval of this Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc. effective May 27, 2017 through May 26, 2019.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None at this time.

PREVIOUS ACTION:

On May 13, 2008, City Council approved the execution of a Continuing Services Agreement with Camp Dresser & McKee Inc. dba CDM Smith, Inc. for Engineering Services for Wastewater Treatment & Disposal Systems.

On May 14, 2013, City Council approved the First Amendment to Purchase Agreement with CDM Smith, Inc. effective May 27, 2013 through May 26, 2015.

On March 24, 2015, City Council approved the Second Amendment to Purchase Agreement with CDM Smith, Inc. effective May 27, 2015 through May 26, 2017.

RECOMMENDED MOTION:

To Approve the Third and Final Amendment to Purchase Agreement to the Continuing Services Agreement with CDM Smith, Inc., Maitland, Florida, for Engineering Services for Wastewater Treatment & Disposal Systems effective May 27, 2017 through Mary 26, 2019.

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

RFQ-08-10-COC

Engineering Services for Wastewater Treatment & Disposal Systems

AMENDMENT #3

This amendment to the purchase agreement for Engineering Services for wastewater treatment & disposal systems is made and entered into as of March 2, 2017 by and between the **City of Cocoa** and **CDM Smith, Inc., 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.**

The agreement, entered into on May 27, 2008 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Exhibit-A (attached) commencing on May 27, 2017 and terminating on May 26, 2019.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CDM SMITH, INC.	**CITY OF COCOA**
By: Eric J. Grotke (Name) Printed	By: **Henry U. Parrish III** (Name) Printed
Vice President (Title)	**Mayor** (Title)
Signature 3/2/17 Date	Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator
Ben Hayner, Engineering Manager
Don Stevens, Superintendent

EXHIBIT - A

CDM SMITH, INC.
3rd AMENDMENT RATE SCHEDULE

PROFESSIONAL SERVICES RATES (PER HOUR)

Officer	$200.00
Principal/Associate	$170.00
Senior Professional	$150.00
Professional II	$125.00
Professional I	$100.00

PROFESSIONAL SUPPORT SERVICES RATES (PER HOUR)

Senior Support Services	$115.00
Staff Support Services	$ 90.00

FIELD SERVICES RATES (PER HOUR)

Senior Professional	$110.00
Professional	$ 85.00

PROJECT SUPPORT SERVICES RATES (PER HOUR)

Project Administration	$ 85.00

OTHER DIRECT REIMBURSABLE EXPENSES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylar's	$25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges	(Actual expenses Incurred by CDM)
Travel	(Actual expenses Incurred by CDM)

SUBCONTRACTORS CHARGES

The City agrees to pay CDM Smith, Inc. the actual cost of expenses incurred in connection with any Subcontractor in connection with any Task Order. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all Independent Subcontracts.

Legislation Details (With Text)

File #:	17-211	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/5/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Approve Amendment #1 to the Continuing Services Agreement for Environmental Assessment & Characterization Services as approved by City Council on October 1, 2015. (Acting Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Continuing Services Agreement fully executed.pdf City of Cocoa BF Exhibit ATask Order-rev 5-12-17.pdf Terracon-1st Amendment.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2017
Agenda Date: May 23, 2017
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Steven Belden, AICP, Community Services Director
Requested Action:
Approve Amendment #1 to the Continuing Services Agreement for Environmental Assessment & Characterization Services as approved by City Council on October 1, 2015.

BACKGROUND:

A Request for Qualifications (RFQ No. Q-15-17-COC) was issued on April 13, 2015 requesting proposals from qualified suppliers/consultants for Environmental Assessment and Characterization Services. This included preparing cleanup plans, providing support assistance, remedial/reuse planning and in public involvement activities. The Continuing Services Agreement (CSA) as approved by City Council on October 1, 2015, outlined four (4) Tasks based upon the RFQ.

As Terracon is currently performing environmental assessments at 6 Rosa L. Jones Drive, the City finds that it would be cost prohibitive to select another contractor to perform the excavation and removal of the underground storage tank(s). Therefore, the City seeks to add an additional task to the CSA with Terracon Consultants, Inc., noted as Amendment #1, to include: delineation borings/confirmatory supplemental soil sampling activities, excavation and removal of impacted soil, backfill, off-site disposal, and report preparation services.

Task 5: Brownfields Remedial Activities: Terracon will provide remedial activities in accordance

with Chapter 62-780 FAC Contaminated Site Cleanup Criteria, with activities as outlined in the Brownfields Site Rehabilitation Agreement (BSRA) the City and the associated agencies have executed. These activities may include above-ground storage tank removal, underground storage tank removal, interim source removal, and active remediation; as outlined in approved Remedial Action Plan(s) approved by the Florida Department of Environmental Protection. Additionally, remedial actions may include Asbestos, Lead based Paint and Indoor Air Quality Abatement to support redevelopment activities.

Task 5 - Total Estimated Costs - Lump sum, not-to-exceed, or time-and-materials proposals will be provided based on available site-specific information on a site-by-site basis to meet the conditions of this Amended Agreement. The revised rate schedule is listed as EXHIBIT-A to include the amended services above.

Terracon Consultants, Inc. will prepare conduct a Phase II Environmental Site Assessment, that will include excavation/removal of the UST in order to collect soil samples, removal of the UST is necessary.

For the continuing services agreements for environmental assessment and characterization services, the City uses the contractors Cardno and Terracon. This will provide consistency with the modifications made to the Cardno Continuing Services Agreement. Staff requests approval of the Amendment to the Continuing Services Agreement to include Brownfield Remedial Activities in accordance with Chapter 62-780 FAC Contaminated Site Cleanup Criteria. Including but not limited to, the task of excavation and removal of underground storage tanks.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Should the project costs exceed the City Managers signing authority, it will then be brought back to City Council.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Amendment #1 to the Continuing Services Agreement for Environmental Assessment & Characterization Services as approved by City Council on October 1, 2015.

CONTINUING SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 1ST day of OCTOBER, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, located at 65 Stone Street, Cocoa 32922 ("**City**"), and **TERRACON CONSULTANTS, INC.,** a Kansas corporation authorized to do business in the State of Florida, located at 18001 W. 106th Street, Suite 300, Olathe, KS 66061 ("**Contractor**").

WITNESSETH:

WHEREAS, the City has an active, strong and vibrant Brownfields program and posted an RFQ for environmental assessment and characterization services on April 13, 2015; and

WHEREAS, based on the RFQ Selection Committee evaluations of each of the responding firms, the Selection Committee recommended Contractor to the City Council as a consultant for environmental assessment and characterization services; and

WHEREAS, Contractor is willing to provide such environmental assessment and characterization services to the City; and

WHEREAS, the City and Contractor mutually desire to enter into a continuing services agreement for the provision of environmental assessment and characterization services as set forth more fully herein.

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

1.0 TERM AND DEFINITIONS

1.1 This Agreement shall be effective upon execution by both parties and will remain in effect for a period of three (3) years and is renewable for one subsequent three-year renewal period by mutual agreement of the parties, unless sooner terminated by either party under the terms and condition of this Agreement.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Contractor to provide the Services approved by Task Authorization by the City.

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

c. "Contractor" shall mean **TERRACON CONSULTANTS, INC.,** a Kansas corporation authorized to do business in the State of Florida, located at 18001 W. 106th Street, Suite 300, Olathe, KS 66061, and its principals, employees, resident project representatives and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, *Florida Statutes*, or any other actual expenses the City agrees to reimburse by Task Authorization.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization consistent with the scope of work described in **Exhibit "A,"** which is attached hereto and fully incorporated herein by this reference.

g. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City does not guarantee that Work will be assigned to the Contractor under this Agreement. However, from time to time, the City may request the Contractor to perform Services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. The Contractor will generate a detailed Scope of Work document, prepare a Schedule to include a breakdown of hourly rates and fees, include a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Contractor is needed to generate the scope document, Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Contractor through a Task Authorization may include a variety of leak detection services. These services are more clearly enumerated in the attached **Exhibit "A".**

The City will issue a Notice to Proceed to the Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Contractor shall perform the Services set forth in the Task Authorization.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

4.2 No extension for completion of Services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that billed to Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professionals and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any reimbursable Expenses.

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

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Contractor, the City agrees to pay the Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Contractor.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor. 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.

c) The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 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.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements noted in Section 10.1 shall be maintained during the term of this Agreement. Proof in the form of a certificate of insurance must be submitted before work may begin. Contractor shall provide City with Renewal certificates 30 days prior to any expiration date. Contractor shall provide City with a 30 day advance written notification in the event of cancellation or modification of any stipulated insurance coverage. **Contractor shall name City as an additional named insured on all insurance policies and stipulated insurance policies (except worker's compensation) as its interest may appear.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Contractor to perform any Services shall fully comply with the

insurance provisions contained in Sections 10.1 and 10.2. Contractor shall provide City with proof of insurance as noted in Section 10.2 for such independent associates and consultants.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS AND WARRANTIES

12.1 Contractor represents and warrants that the provision of Services shall conform to all requirements of this Agreement and any Task Authorization; shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. In accordance with Section 119.0701, Florida Statutes, Contractor agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received under this Agreement or in connection with any funds provided by City under this Agreement may be considered public records under Chapter 119, Florida Statutes. Contractor agrees to keep and maintain any and all

public records that ordinarily and necessarily would be required by City in order to perform the services required by this Agreement. Contractor also agrees to provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as provided by law. Contractor will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Contractor will meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City. If Contractor does not comply with a public records request, City will have the right to enforce the provisions of this Section. In the event that Contractor fails to comply with the provisions of this Section, and City is required to enforce the provisions of this Section, or City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes, due to Contractor's failure to comply with the provisions of this Section, City will be entitled to collect from Contractor prevailing party reasonable attorney's fees and costs, and any damages incurred by City, for enforcing this Section against Contractor. And, if applicable, City will also be entitled to reimbursement of any and all reasonable attorney's fees and damages which City was required to pay a third party because of Contractor's failure to comply with the provisions of this Section. This Section will survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Contractor and its independent contractors and associates under this Agreement or related exclusively to the provision of Services may be reused by City for any reason or purpose. City agrees that such documents are not intended or represented to be suitable for reuse by 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 adoption by Contractor, or its independent contractors and associates will be at City's sole risk and without liability or legal exposure to Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 With regard to any and all Services performed, it is specifically understood and agreed to between the parties that the contractual relationship between City and Contractor is such that Contractor is an independent contractor and is neither an agent nor employee of City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind or suspend all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement.

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

17.3 Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Contractor has committed any act of fraud upon the City; or

17.6 Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days written notice. In addition, the City shall have the right to also terminate this Agreement if: (a) Contractor is in default pursuant to paragraph 17.0 Default; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to

comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under his Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; 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; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Authorization and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES. Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

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

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

31.0 NOTICE

31.1 For Contractor:
TERRACON CONSULTANTS, INC.
Attention: Belinda Richard, Contract Manager
504 E. Tyler Street
Tampa, Florida 33602

Phone: 813-321-0345
Email: bsrichard@terracon.com

For City:
CITY OF COCOA
Attention: Susan McGrady
65 Stone Street, Cocoa, Florida 32922
321-433-8510
smcgrady@cocoafl.org

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

32.0 SOVEREIGN IMMUNITY Nothing contained in this Agreement will be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. City will not be liable under this Agreement for punitive damages or interest for the period before judgment. City will not be liable for any claim or judgment to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

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

34.0 INDEMNIFICATION

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

35.0 BONDS. To the extent deemed necessary and required by the City, Contractor shall supply all materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida Law and in an amount specified in any Task Order.

36.0 ADDITIONAL TERMS. The Supplemental Terms and Conditions are attached hereto and hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR
TERRACON CONSULTANTS, INC.
By: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1st day of Oct. 2015, by Marlc Mulligan, as Sr. Associate of Terracon Consultants, Inc. a Kansas corporation authorized to do business in the State of Florida, [X] who is personally known to me or [ ] who has produced _____ as identification.

Julia Ann Brown
Notary Public State of Florida
Julia Ann Brown
My Commission FF85245
Expires 01/22/2018

NOTARY PUBLIC, State of Florida
My commission expires: 1/22/2018

CITY:

CITY OF COCOA, FLORIDA,

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Article 36
Supplemental Terms and Conditions

Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Standard of Care/Warranty. Contractor will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONTRACTOR'S SERVICES AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, subcontractors, and any other third parties invited, authorized or brought on-site by Contractor. Contractor shall not be responsible for the supervision and site safety measures for any other third parties, including City's contractors, subcontractors or other parties present at the site.

EXHIBIT "A"
SERVICES

Terracon

August 10, 2015

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Attn: Ms. Susan McGrady, C.R.A. Program Manager
P: (321) 433-8510
E: smcgrady@cocoafl.org

Re: Brownfields Assessment Grant
Hazardous and Petroleum
Cocoa, Brevard County, Florida

Dear Ms. McGrady:

Terracon Consultants, Inc. (Terracon) is pleased to provide this Task Order for Professional Services related to the City of Cocoa's EPA Brownfields Assessment Grant for Hazardous and Petroleum substances. The attached Task Order addresses the work activities and estimated budget we understand to be required.

We appreciate the opportunity to be of service to you on this project. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Belinda Richard
Regional Brownfields Manager

Mark W. Mulligan, P.G.
Environmental Department Manager

Attachments

City of Cocoa
Brownfield Assessment Grant (Hazardous and Petroleum)

Task Order – Professional Services

Activities conducted through this grant will be in accordance with EPA Terms and Conditions included with the City of Cocoa (City) EPA Cooperative Agreement. This funding will be used to perform community-wide assessments as outlined in the grant application.

The proposed activities may be modified over the life of the grant, and modifications of the scope and/or focus of the proposal may be requested by the City. The scope of services is developed to coincide with the contractual services as authorized by EPA under the current EPA Cooperative Work Plan.

Tasks as described below are established per the EPA Work Plan dated June 17, 2015; actual work will be based on individual assignment by the City.

Task 1: Project Management and Reporting (Programmatic Support)

Terracon will provide EPA Programmatic Support for the three-year grant period. This support will be provided on an as-needed, time-and-materials basis. Anticipated activities for this task are listed below; additional support activities may be added at the discretion of the City and/or as required by the EPA Brownfields Project officer.

- Communicate progress regularly to the City, EPA and FDEP;
- Assist in preparation of quarterly reports and required documentation (12 quarters);
- Assist in preparation of required MBE/WBE reporting forms (such as EPA Form 5700-52A) on a semi-annual basis;
- Assist in the annual projection of anticipated environmental site assessments;
- Assist in the interpretation of EPA Terms and Conditions and Region IV EPA Brownfields Policy pertaining to the grant;
- Preparation of the EPA Final Report (grant close-out) within 90 days of the last required quarterly report;
- Entry of project information in the EPA Brownfields Assessment, Cleanup and Redevelopment Exchange System (ACRES) database;
- Provide management and technical oversight as needed;
- Completion of EPA Brownfields Site-Specific Project Eligibility Determination Forms;
- Support for project kick-off meeting and other EPA meetings, tours and site visits;
- Interagency coordination with Federal, State and Local Brownfields agencies on an as-needed basis;
- Prepare FDEP-required documentation, as needed;
- Attend meetings as requested;
- Negotiate assessment requirements on the City's behalf with the EPA and FDEP; and
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements (BSRAs), as needed.

Deliverables under this task Include:

- Quarterly and Annual Reports, ACRES Data Base Entry, completed forms as listed above, others as requested.

Task 1: Time and Materials (T&M) $15,000

Task 2: Community Involvement / Engagement (Community Participation/Stakeholder Involvement)

Terracon will provide support for the City's community involvement including outreach/public involvement and engagement activities for the three-year grant cycle on an as-needed, time-and-materials basis. These activities are anticipated to include the following activities but may be modified to provide support for public involvement and engagement based on coordination with the City's Brownfields Program Manager and designees.

- City Brownfields Advisory Board support and facilitation to include meeting planning, preparation and support of Advisory Board meetings;
- Community outreach and education support for the City's Brownfields stakeholders including; public outreach field day, conducting and supporting meetings, visioning sessions and focus groups;
- Development of Brownfields Program educational materials to help communities better understand brownfields and associated redevelopment;
- Public meeting support pertaining to the City's Brownfields Program;
- Brownfields workshop support and preparation;
- Meetings outreach and education for Brownfields property owners, community groups, businesses, local government partners, realtors and other interested parties;
- As-needed support for marketing the City's Brownfields program; and
- Participation in public involvement activities as directed by the City.

Deliverables under this task may include:

- Outreach Materials such as presentations, meetings, handouts, etc.

Task 2: T&M ..... $ 15,000*
**may include subcontracted costs*

Other requirements such as the Community Engagement Plan (CEP) may be negotiated as assigned on a lump sum basis as part of this task.

Task 3: Brownfields Site Identification and Assessments

Site Identification/Inventory

Terracon will assist the City with the identification of sites for inventory and prioritization support. This task will assist stakeholders in determining which properties to target for Phase I, Phase II, and additional site assessment activities. Specific activities under this task will be determined through collaboration with the City and may include the following dependent on assignment:

- Research and compile applicable environmental data in a GIS format (shape files);
- Development of a summary of findings with associated maps;
- Provide digital files of the report in PDF format; and
- Assist in the development of an inventory of potential brownfield properties within the designated target areas.

Deliverables under this section of the task may include (based on assignment):

- Digital GIS files and maps
- Inventory Spreadsheet

Site Identification/Inventory: T&M $10,500

Specific inventory areas may be negotiated as assigned on a lump sum basis as part of this task.

Phase I Assessments

The City is estimating the completion of up to 30 Phase I Environmental Site Assessments (ESAs) per the EPA Work Plan. All Phase I ESAs will be prepared in accordance with the EPA standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation and Liability Act), and ASTM E 1527-13 Standard Practice for Environmental Site Assessments.

Deliverables under this section of the task include:

- Phase I ESA Reports – Lump Sum Unit Fee (est. 30 @ $3,300*)..... $ 99,000*

**Variations in cost may occur due to the size of the properties to be assessed.*

Phase II Assessments

For properties requiring additional assessment (such as soil and or groundwater analysis) as a result of Phase I ESA findings, Terracon will complete a Phase II ESA in accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-11 (Phase II Environmental Site Assessment). Where possible, we will also incorporate information required under Chapter 62-780, FAC, for brownfield requirements that may be necessary if the Phase II results in additional brownfields site assessment activities. This task includes negotiating assessment requirements on the City's behalf with the EPA and the FDEP.

It is anticipated that up to 8 Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated of the assessment(s) based on Phase I ESA findings. This task may also include conducting or overseeing site-specific risk assessments as needed for designated sites where Phase II ESAs have been completed.

Deliverables under this section of the task include:

- Phase II ESA Reports – Lump Sum Unit Fee (est. 8) ..... $ 160,000*

**Variations in cost may occur due to the size and complexity of the properties to be assessed.*

Completion of EPA Quality Assurance Project Plans & Health & Safety Plans

Terracon will complete one (1) Generic Quality Assurance Project Plan (QAPP), and up to 8 Site-Specific QAPPs, along with the associated Site-Specific Health and Safety Plans in accordance with the current EPA Cooperative Agreement Work Plan. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments and submitted to the EPA project officer for approval prior to conducting Phase II Environmental Assessment activities. An OSHA-compliant Health and Safety Plan (HASP) for each site requiring field investigations will be completed as required by EPA cooperative agreement terms and conditions.

Deliverables under this section of the task include:

- One Generic QAPP ($5,500)
- Up to 8 Site Specific QAPPs with associated HASPs ($3,200 each)

Lump Sum Unit Fee for QAPP and HASPs ..... $ 31,100
**SSQAPP Addendums may be completed at a reduced rate dependent on the complexity of the additional assessment.*

Task 4: Cleanup Planning and Institutional Controls (Remediation and Reuse Planning)

Terracon will conduct up to 8 Analysis of Brownfields Cleanup Alternatives (ABCAs) resulting from Phase II ESA findings; or up to 8 Brownfields Reuse Plans, as per the EPA Work Plan for this grant. The ABCAs will also serve as the framework for remedial action plans required under Florida's Chapter 62-780, FAC, the Brownfield Cleanup Criteria Rule. Sites undergoing remedial planning through the City's brownfields program will be encouraged to consider entering into a Brownfields Site Rehabilitation Agreement (BSRA) with the FDEP that provides the regulatory framework for assessment and remediation and potential redevelopment of environmentally-impacted sites.

Deliverables under this task Include:

- ABCAs, Brownfields Reuse Plans and/or Cleanup Plan (est. 8 total)

Task 4: Lump Sum Unit Fee (8 @ $7,300) ..... $ 58,400*
**Variations in cost may occur due to the size and complexity of contamination or redevelopment options on properties.*

Thank you for the opportunity to submit this scope of services. We look forward to working with the City on this project. Upon review, please call either Belinda Richard at 813-321-0345 or Mark Mulligan at 407-618-8364 if you have any questions or need additional information.

Additional Services

Grant Writing:

Terracon will provide grant writing services on an as-needed and lump sum basis. Fees are dependent on the grant type and application requirements for the requested funding source. Terracon grant writing fees typically range from $3,500 - $10,500 dependent on the funding being requested.

Terracon

2015
TERRACON CONSULTANTS, INC. FEE SCHEDULE

PROFESSIONAL SERVICES

	DESCRIPTION OF WORK	UNIT	RATE
I.	**PERSONNEL**		
1.	Contract Manager & Senior Engineer(PE)/Geologist(PG)/Scientist	Per Hour	$ 175.00
2.	Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	$ 150.00
3.	Staff Engineer/Geologist/Scientist/Grant Coordinator	Per Hour	$ 100.00
4.	Chief Environmental/GIS Technician	Per Hour	$ 85.00
5.	Environmental Technician	Per Hour	$ 75.00
6.	CADD Operator	Per Hour	$ 75.00
7.	Administrative Assistant	Per Hour	$ 55.00

Terracon

City of Cocoa

Brownfields Assessment Grant (Hazardous and Petroleum)

Terracon Estimated Manhour Schedule

Task Order Reference	Description	Contract Manager & Senior Eng. Geologist	Project Manager	Staff Eng. Geologist/ Grant Coordinator	Chief Env./GIS Tech	Env. Tech	CAD Operator	Adm. Assistant	Sub Contractor	Total Task
	Hourly Rate	$175.00	$150.00	$100.00	$85.00	$75.00	$75.00	$55.00	See Below	See Below
1	Project Management and Reporting (Programmatic Support)	30	36	38				10		$15,000
2	Community Involvement / Engagement*	30	26	5				6	$5,020	$15,000
3	Brownfields Site Identification and Assessments									
3.1	Site Identification/Inventory	10	14	22	42			16		$10,500
3.2	Phase I Assessments	40	45	563	100	102	60	60	$5,000	$99,000
3.3	Phase II Assessments	34	80	298	175	195	85	25	$75,000	$160,000
3.4	Completion of EPA QAPPs and HASPs	20	58	155			38	10		$31,100
4	Cleanup Planning and Institutional Controls	38	155	226			64	20		$58,400
									Project Total	**$389,000**

Notes: QAPPs = Quality Assurance Project Plans
HASPs = Health and Safety Plans
* Community Engagement Plan can be negotiated on a lump sum basis

TERRACON CONSULTANTS, INC. 1675 Lee Road, Winter Park, Florida 32789
P (407) 740-6110 F (407) 740-6112 terracon.com

August 10, 2015
Revised May 12, 2017

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Attn: Ms. Samia Singleton, Redevelopment Specialist
P: (321) 433-8577
E: ssingleton@cocoafl.org

Re: Brownfields Assessment Grant
Hazardous and Petroleum
Cocoa, Brevard County, Florida

Dear Ms. Singleton:

Terracon Consultants, Inc. (Terracon) is pleased to provide this Task Order for Professional Services related to the City of Cocoa's EPA Brownfields Assessment Grant for Hazardous and Petroleum substances. The attached Task Order addresses the work activities and estimated budget we understand to be required.

We appreciate the opportunity to be of service to you on this project. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Nancy Palmer for
Belinda Richard
Regional Brownfields Manager

Mark W. Mulligan, P.G.
Environmental Department Manager

Attachments

City of Cocoa
Brownfield Assessment Grant (Hazardous and Petroleum)

Task Order – Professional Services

Activities conducted through this grant will be in accordance with EPA Terms and Conditions included with the City of Cocoa (City) EPA Cooperative Agreement. This funding will be used to perform community-wide assessments as outlined in the grant application.

The proposed activities may be modified over the life of the grant, and modifications of the scope and/or focus of the proposal may be requested by the City. The scope of services is developed to coincide with the contractual services as authorized by EPA under the current EPA Cooperative Work Plan.

Tasks as described below are established per the EPA Work Plan dated June 17, 2015; actual work will be based on individual assignment by the City.

Task 1: Project Management and Reporting (Programmatic Support)

Terracon will provide EPA Programmatic Support for the three-year grant period. This support will be provided on an as-needed, time-and-materials basis. Anticipated activities for this task are listed below; additional support activities may be added at the discretion of the City and/or as required by the EPA Brownfields Project officer.

- Communicate progress regularly to the City, EPA and FDEP;
- Assist in preparation of quarterly reports and required documentation (12 quarters);
- Assist in preparation of required MBE/WBE reporting forms (such as EPA Form 5700-52A) on a semi-annual basis;
- Assist in the annual projection of anticipated environmental site assessments;
- Assist in the interpretation of EPA Terms and Conditions and Region IV EPA Brownfields Policy pertaining to the grant;
- Preparation of the EPA Final Report (grant close-out) within 90 days of the last required quarterly report;
- Entry of project information in the EPA Brownfields Assessment, Cleanup and Redevelopment Exchange System (ACRES) database;
- Provide management and technical oversight as needed;
- Completion of EPA Brownfields Site-Specific Project Eligibility Determination Forms;
- Support for project kick-off meeting and other EPA meetings, tours and site visits;
- Interagency coordination with Federal, State and Local Brownfields agencies on an as-needed basis;
- Prepare FDEP-required documentation, as needed;
- Attend meetings as requested;
- Negotiate assessment requirements on the City's behalf with the EPA and FDEP; and
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements (BSRAs), as needed.

Deliverables under this task Include:

- Quarterly and Annual Reports, ACRES Data Base Entry, completed forms as listed above, others as requested.

Task 1: Time and Materials (T&M) $15,000

Task 2: Community Involvement / Engagement

Terracon will provide support for the City's community involvement including outreach/public involvement and engagement activities for the three-year grant cycle on an as-needed, time-and-materials basis. These activities are anticipated to include the following activities but may be modified to provide support for public involvement and engagement based on coordination with the City's Brownfields Program Manager and designees.

- City Brownfields Advisory Board support and facilitation to include meeting planning, preparation and support of Advisory Board meetings;
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- Development of Brownfields Program educational materials to help communities better understand brownfields and associated redevelopment;
- Public meeting support pertaining to the City's Brownfields Program;
- Brownfields workshop support and preparation;
- Meetings outreach and education for Brownfields property owners, community groups, businesses, local government partners, realtors and other interested parties;
- As-needed support for marketing the City's Brownfields program; and
- Participation in public involvement activities as directed by the City.

Deliverables under this task may include:

- Outreach Materials such as presentations, meetings, handouts, etc.

Task 2: T&M ..... $ 15,000*
**may include subcontracted costs*

Other requirements such as the Community Engagement Plan (CEP) may be negotiated as assigned on a lump sum basis as part of this task.

Task 3: Brownfields Site Identification and Assessments

Site Identification/Inventory

Terracon will assist the City with the identification of sites for inventory and prioritization support. This task will assist stakeholders in determining which properties to target for Phase I, Phase II, and additional site assessment activities. Specific activities under this task will be determined through collaboration with the City and may include the following dependent on assignment:

- Research and compile applicable environmental data in a GIS format (shape files);
- Development of a summary of findings with associated maps;
- Provide digital files of the report in PDF format; and
- Assist in the development of an inventory of potential brownfield properties within the designated target areas.

Deliverables under this section of the task may include (based on assignment):

- Digital GIS files and maps
- Inventory Spreadsheet

Site Identification/Inventory: T&M $10,500

Specific inventory areas may be negotiated as assigned on a lump sum basis as part of this task.

Phase I Assessments

The City is estimating the completion of up to 30 Phase I Environmental Site Assessments (ESAs) per the EPA Work Plan. All Phase I ESAs will be prepared in accordance with the EPA standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation and Liability Act), and ASTM E 1527-13 Standard Practice for Environmental Site Assessments.

Deliverables under this section of the task include:

- Phase I ESA Reports – Lump Sum Unit Fee (est. 30 @ $3,300*)..... .$ 99,000*

**Variations in cost may occur due to the size of the properties to be assessed.*

Phase II Assessments

For properties requiring additional assessment (such as soil and or groundwater analysis) as a result of Phase I ESA findings, Terracon will complete a Phase II ESA in accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-11 (Phase II Environmental Site Assessment). Where possible, we will also incorporate information required under Chapter 62-780, FAC, for brownfield requirements that may be necessary if the Phase II results in additional brownfields site assessment activities. This task includes negotiating assessment requirements on the City's behalf with the EPA and the FDEP.

It is anticipated that up to 8 Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated of the assessment(s) based on Phase I ESA findings. This task may also include conducting or overseeing site-specific risk assessments as needed for designated sites where Phase II ESAs have been completed.

Deliverables under this section of the task include:

- Phase II ESA Reports – Lump Sum Unit Fee (est. 8) .....$ 160,000*

**Variations in cost may occur due to the size and complexity of the properties to be assessed.*

Completion of EPA Quality Assurance Project Plans & Health & Safety Plans

Terracon will complete one (1) Generic Quality Assurance Project Plan (QAPP), and up to 8 Site-Specific QAPPs, along with the associated Site-Specific Health and Safety Plans in accordance with the current EPA Cooperative Agreement Work Plan. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments and submitted to the EPA project officer for approval prior to conducting Phase II Environmental Assessment activities. An OSHA-compliant Health and Safety Plan (HASP) for each site requiring field investigations will be completed as required by EPA cooperative agreement terms and conditions.

Deliverables under this section of the task include:

- One Generic QAPP ($5,500)
- Up to 8 Site Specific QAPPs with associated HASPs ($3,200 each)

Lump Sum Unit Fee for QAPP and HASPs ..... $ 31,100

**SSQAPP Addendums may be completed at a reduced rate dependent on the complexity of the additional assessment.*

Task 4: Cleanup Planning and Institutional Controls

Terracon will conduct up to 8 Analysis of Brownfields Cleanup Alternatives (ABCAs) resulting from Phase II ESA findings; or up to 8 Brownfields Reuse Plans, as per the EPA Work Plan for this grant. The ABCAs will also serve as the framework for remedial action plans required under Florida's Chapter 62-780, FAC, the Brownfield Cleanup Criteria Rule. Sites undergoing remedial planning through the City's brownfields program will be encouraged to consider entering into a Brownfields Site Rehabilitation Agreement (BSRA) with the FDEP that provides the regulatory framework for assessment and remediation and potential redevelopment of environmentally-impacted sites.

Deliverables under this task Include:

- ABCAs, Brownfields Reuse Plans and/or Cleanup Plan (est. 8 total)

Task 4: Lump Sum Unit Fee (8 @ $7,300) .....$ 58,400*

**Variations in cost may occur due to the size and complexity of contamination or redevelopment options on properties.*

Task 5: Additional Assessment Related Activities

During assessment activates, there may be a need to remove items at a site to facilitate the collection of soil and/or groundwater for field screening and/or laboratory analysis. There may be a need to perform Ground Penetrating Radar (GPR) to identify buried debris, utilities, or underground storage tanks (USTs) identified in the Phase I ESA findings. Subsequently, if identified, USTs may need to be excavated and removed to facilitate collection of soil and groundwater samples. Also, aboveground storage tanks (ASTs) may need to be removed to facilitate collection of soil and groundwater samples.

Deliverables under this task Include:

- AST/UST Removal/Closure documentation to be included in the Phase II ESA Report

Task 5: Lump sum, not-to-exceed, or time-and-materials proposals will be provided based on available site-specific information on a site-by-site basis to meet the conditions of this Amended Agreement. The revised rate schedule is listed as EXHIBIT-A to include the amended services above.

Thank you for the opportunity to submit this scope of services. We look forward to working with the City on this project. Upon review, please call either Belinda Richard at 813-321-0345 or Mark Mulligan at 407-618-8364 if you have any questions or need additional information.

Additional Services

Grant Writing

Terracon will provide grant writing services on an as-needed and lump sum basis. Fees are dependent on the grant type and application requirements for the requested funding source. Terracon grant writing fees typically range from $3,500 - $10,500 dependent on the funding being requested.

2015
TERRACON CONSULTANTS, INC. FEE SCHEDULE

DESCRIPTION OF WORK	UNIT	RATE

PROFESSIONAL SERVICES

I. PERSONNEL

1. Contract Manager & Senior Engineer(PE)/Geologist(PG)/Scientist	Per Hour	$	175.00
2. Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	$	150.00
3. Staff Engineer/Geologist/Scientist/Grant Coordinator	Per Hour	$	100.00
4. Chief Environmental/GIS Technician	Per Hour	$	85.00
5. Environmental Technician	Per Hour	$	75.00
6. CADD Operator	Per Hour	$	75.00
7. Administrative Assistant	Per Hour	$	55.00

Terracon

City of Cocoa

Brownfields Assessment Grant (Hazardous and Petroleum)

Terracon Estimated Manhour Schedule

Task Order Reference	Description	Contract Manager & Senior Eng. Geologist	Project Manager	Staff Eng. Geologist/ Grant Coordinator	Chief Env./GI S Tech	Env. Tech	CAD Operator	Adm. Assistant	Sub Contractor	Total Task
	Hourly Rate	$175.00	$150.00	$100.00	$85.00	$75.00	$75.00	$55.00	See Below	See Below
1	Project Management and Reporting (Programmatic Support)	30	36	38				10		$15,000
2	Community Involvement / Engagement*	30	26	5				6	$5,020	$15,000
3	Brownfields Site Identification and Assessments									
3.1	Site Identification/Inventory	10	14	22	42			16		$10,500
3.2	Phase I Assessments	40	45	563	100	102	60	60	$5,000	$99,000
3.3	Phase II Assessments	34	80	298	175	195	85	25	$75,000	$160,000
3.4	Completion of EPA QAPPs and HASPs	20	58	155			38	10		$31,100
4	Cleanup Planning and Institutional Controls	38	155	226			64	20		$58,400
5	Additional Assessment Related Activities	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$5,000 to $20,000**
									Project Total	**$389,000**

Notes: QAPPs = Quality Assurance Project Plans
HASPs = Health and Safety Plans
TBD - To Be Determined
* Community Engagement Plan can be negotiated on a lump sum basis
** The range of costs will be determined based on the site specific conditions and will not exceed $20,000

City of Cocoa

AMENDMENT TO AGREEMENT

Environmental Assessment & Characterization Services

RFQ-15-17-COC

AMENDMENT #1

This FIRST Amendment to Continuing Service Agreement for Environmental Assessment & Characterization Services is made and entered into as of May 4, 2017 by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "CITY") and **TERRACON CONSULTANTS, INC.**, a Kansas corporation authorized to do business in the State of Florida, located at 1675 Lee Road, Winter Park, Florida 32789 (the "CONTRACTOR").

The CITY and the CONTRACTOR agree as follows:

The agreement, entered into on October 1, 2015, is hereby amended to include: delineation borings/confirmatory supplemental soil sampling activities, excavation and removal of impacted soil, backfill, off-site disposal, and report preparation services.

TERRACON CONSULTANTS, INC. will provide remedial activities in accordance with Chapter 62-780 FAC Contaminated site cleanup criteria, with activities as outlined in the Brownfield site rehabilitation Agreement (BSRA) the City and the associated agencies have executed. These activities may include above ground storage tank removal, underground storage tank removal, interim source removal, and active remediation; as outlined in the approved Remedial Action Plan(s) approved by the Florida Department of Environmental Protection. Additionally, remedial actions may include Asbestos, Lead based paint and Indoor air quality abatement to support redevelopment activities.

Lump Sum, not-to-exceed, or time and materials proposals will be provided based on available site-specific information on a site-by-site basis to meet the conditions of the Amended Agreement. Please refer to the revised rate scheduled **EXHIBIT-A** to include the amended services above.

"Work" or "Services" shall remain consistent with scope of work described in original contract documents too include the amended scope above. Task Authorization submitted must be in compliance with original and/or amended agreement approved by both parties pursuant to the procedure outlined in paragraph 2.0 of the Original Agreement which sets forth the work to be performed by Contractor under this Amended Agreement.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

TERRACON CONSULTANTS, INC.	CITY OF COCOA
By: Mark W. Mulligan, P.G.	By: Henry U. Parrish, III
(Name) Printed	(Name) Printed
SENIOR ASSOCIATE	Mayor
(Title)	(Title)
Mark Mulligan 5/15/17	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Steven Belden, Community Services
Ed Wegerif, Public Works
Tammy Eastburn, Purchasing

Legislation Details (With Text)

File #:	17-205	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/1/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Fire Incident Summary report for April 2017. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April 2017 Fire Incident Summary Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2017
Agenda Date: May 23, 2017
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John Titkanich, City Manager
Requested Action:
Informational Purposes Only

BACKGROUND:

Fire Incident Summary Report for April 2017

STRATEGIC PLAN CONNECTION:

Public Safety-Enhancing the public Awareness to the calls for service provided by the Cocoa Fire Department for the month of September.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

powered by Legistar™

Fire Incident Summary Report

Print Date/Time: 05/01/2017 09:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2017
To Date: 04/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	22	**EMS:**	319	**Unknown:**	26	**All**	433
Average Calls per Day	**Fire:**	0.76	**EMS:**	11.00	**All:**	14.93		
Total Number of Arson Calls	**All:**	3						
Estimated Dollar Loss	**Fire:**	$38,000.00	**Other:**	$0.00	**All:**	$38,000.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$32,500.00	**Other:**	$0.00	**All:**	$32,500.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	-1,700.00%	**Other:**	0.00%	**All:**	-1,700.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	523						
Average Responses per Day	**All:**	14.93						
Average Apparatus per Call	**Fire:**	3.14	**EMS:**	1.10	**All:**	1.21		
Average Turnout Time	**All:**	00:07:06						
Average Response Time	**All:**	00:05:11						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:17:40						
Average Personnel per Call	**Fire:**	6.09	**EMS:**	3.20	**All:**	3.21		
Total Aid Given Calls	**All:**	57						
Total Aid Received Calls	**All:**	5						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	22	00:08:26	6
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	319	00:04:49	36
400 - 499 Hazardous Conditions(No Fire)	3	00:03:06	0
500 - 599 Service Call	12	00:07:28	1
600 - 699 Good Intent Call	43	00:06:18	14
700 - 799 False Alarm AND False Call	8	00:04:39	0
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	0		0

Fire Incident Summary Report

Print Date/Time: 05/01/2017 09:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2017
To Date: 04/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	2	2	0
111 111 Building fire	1	0	1
113 113 Cooking fire, confined to container	1	0	1
118 118 Trash or rubbish fire, contained	4	1	0
121 121 Fire in mobile home used as fixed residence	2	1	0
131 131 Passenger vehicle fire	4	0	1
132 132 Road freight or transport vehicle fire	1	1	0
140 140 Natural vegetation fire, other	2	0	0
142 142 Brush or brush-and-grass mixture fire	3	0	1
151 151 Outside rubbish, trash or waste fire	2	1	0
311 311 Medical assist, assist EMS crew	3	3	0
321 3213 Invalid Assist	4	0	0
321 3212 BLS Medical	214	18	0
321 3211 ALS Medical	80	12	0
322 3222 Vehicle Accident w/inj BLS	5	1	0
322 3221 Vehicle Accident w/inj ALS	2	0	0
322 322 Motor vehicle accident with injuries	3	1	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	2	0	0
324 324 Motor vehicle accident with no injuries.	6	1	0
400 400 Hazardous condition, other	1	0	0
410 410 Combustible/flammable gas/liquid condition, other	1	0	0
444 444 Power line down	1	0	0
500 500 Service Call, other	1	0	0
511 511 Lock-out	2	0	0
550 550 Public service assistance, other	3	0	0
551 551 Assist police or other governmental agency	1	0	0
553 553 Public service	1	0	0
554 554 Assist invalid	2	0	0
561 561 Unauthorized burning	2	1	0
600 600 Good intent call, other	1	0	0
611 611 Dispatched & canceled en route	27	13	1
622 622 No incident found on arrival at dispatch address	12	1	0
651 651 Smoke scare, odor of smoke	3	0	0
700 700 False alarm or false call, other	4	0	0
711 711 Municipal alarm system, malicious false alarm	1	0	0
715 715 Local alarm system, malicious false alarm	1	0	0
740 740 Unintentional transmission of alarm, other	1	0	0
745 745 Alarm system activation, no fire - unintentional	1	0	0

Total Calls By Property Use	Count	Arson
Undetermined UUU Undetermined	5	0

Fire Incident Summary Report

Print Date/Time: 05/01/2017 09:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2017
To Date: 04/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Vehicle parking area 965 Vehicle parking area	4	0
Street or road in commercial ar 963 Street or road in commercial area	19	0
Residential street, road or res 962 Residential street, road or residential driveway	15	0
Highway or divided highway 961 Highway or divided highway	9	0
Street, other 960 Street, other	7	0
Vacant lot 936 Vacant lot	2	0
Open land or field 931 Open land or field	3	0
Warehouse 891 Warehouse	1	1
Fire station 888 Fire station	1	0
Parking garage, general vehicle 882 Parking garage, general vehicle	1	0
Livestock, poultry storage 819 Livestock, poultry storage	1	0
Forest, timberland, woodland 669 Forest, timberland, woodland	1	0
Defense, military installation 631 Defense, military installation	2	0
Bank 592 Bank	1	0
Department or discount store 581 Department or discount store	2	0
General retail, other 580 General retail, other	5	0
Motor vehicle or boat sales, ser 579 Motor vehicle or boat sales, services, repair	2	0
Service station, gas station 571 Service station, gas station	3	0
Recreational, hobby, home repair 559 Recreational, hobby, home repair sales, pet store	1	0
Household goods, sales, repairs 539 Household goods, sales, repairs	1	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	7	0
Convenience store 511 Convenience store	10	0
Mercantile, business, other 500 Mercantile, business, other	5	0
Dormitory-type residence, other 460 Dormitory-type residence, other	4	0
Hotel/motel, commercial 449 Hotel/motel, commercial	1	0
Boarding/rooming house, resident 439 Boarding/rooming house, residential hotels	4	0
Multifamily dwelling 429 Multifamily dwelling	90	0
1 or 2 family dwelling 419 1 or 2 family dwelling	158	2
Residential, other 400 Residential, other	2	0
Police station 365 Police station	5	0
Reformatory, juvenile detention 363 Reformatory, juvenile detention center	2	0
Clinics, doctors offices, hemodi 340 Clinics, doctors offices, hemodialysis cntr, other	1	0
Asylum, mental institution 323 Asylum, mental institution	1	0
24-hour care Nursing homes, 4 or 311 24-hour care Nursing homes, 4 or more persons	1	0
Health care, detention, & correc 300 Health care, detention, & correction, other	1	0
Day care, in commercial property 254 Day care, in commercial property	1	0
Adult education center, college 241 Adult education center, college classroom	3	0
Live performance theater 181 Live performance theater	1	0
Rapid transit station 174 Rapid transit station	1	0
Bus station 173 Bus station	1	0

Fire Incident Summary Report

Print Date/Time: 05/01/2017 09:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2017
To Date: 04/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Restaurant or cafeteria 161 Restaurant or cafeteria	2	0
Eating, drinking places, othe 160 Eating, drinking places, other	1	0
Public or government, other 150 Public or government, other	5	0
Clubs, other 140 Clubs, other	1	0
Funeral parlor 134 Funeral parlor	1	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	3	0
Playground 124 Playground	1	0
Fixed-use recreation places, oth 110 Fixed-use recreation places, other	2	0
Assembly, other 100 Assembly, other	1	0

Total Calls By Station	Count	Aid Given
31	86	1
32	190	34
33	155	22

Apparatus Totals

Apparatus	Responses	Average per Day
AA	22	0.76
B31	2	0.07
B33	4	0.14
D30	37	1.28
E30	15	0.52
E31	13	0.45
E32	190	6.55
E33	161	5.55
F01	1	0.03
F02	2	0.07
S30	10	0.34
TWR31	60	2.07

Legislation Details (With Text)

File #:	17-206	**Version:**	1	**Name:**	April, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/1/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 04/30/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 04.30.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 1, 2017
Agenda Date:	May 23, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 04/30/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through April 30, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-16 thru 04-30-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 45

City Manager = 29

City of Cocoa CRA Board = 0

City Council = 16

Purchase Order Approvals 10-01-16 thru 04-30-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)
69957	2/9/2017	Atlantic Development	$ 40,140.80	2/9/2017	John A. Titkanich, Jr. AICP
70108	3/13/2017	Sunstate Meter	$ 45,200.00	3/10/2017	John A. Titkanich, Jr. AICP
70109	3/13/2017	Bussen Mayer Engineering	$ 39,690.00	3/10/2017	John A. Titkanich, Jr. AICP
70211	3/23/2017	Infrastructure Solutions	$ 40,000.00	3/22/2017	Matthew J. Fuhrer (Acting)
70340	4/18/2017	Morse Communications, Inc.	$ 48,589.65	4/11/2017	John A. Titkanich, Jr. AICP
70342	4/18/2017	Solid Waste Management	$ 41,000.00	4/17/2017	Matthew J. Fuhrer (Acting)
70367	4/24/2017	Cart-Away Concrete Systems, Inc.	$ 46,142.00	4/24/2017	John A. Titkanich, Jr. AICP

29 Purchase Order Approved by City Manager

Prepared by Purchasing 5/1/2017

Purchase Order Approvals 10-01-16 thru 04-30-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 5/1/2017

Purchase Order Approvals 10-01-16 thru 04-30-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council
69955	2/9/2017	CDM Smith Inc.	$ 39,180.00	12/8/2015	City Council
70128	3/13/2017	Housing Authority of the City of Cocoa	$ 40,000.00	6/28/2016	City Council
70287	4/5/2017	New Millenium Building System	$ 41,104.00	2/28/2017	City Council
70385	4/26/2017	Glover Oil Company	$ 40,744.68	7/8/2014	City Council

16 **Purchase Order Approved by City Council**

Legislation Details (With Text)

File #:	17-217	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/9/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report April 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2017
Agenda Date: May 23, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending April 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

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- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2017 Budget by Classification Report - Summary Listing

Through 4/30/2017

Target for April is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 5,597,396.74	$ 1,454,719.26	79%
OTHER PERMITS AND FEES	$ 3,412,358		$ 2,142,562.67	$ 1,269,795.33	63%
INTERGOVERNMENTAL	$ 3,228,830		$ 1,299,797.23	$ 1,929,032.77	40%
CHARGES FOR SERVICES	$ 11,159,533		$ 6,338,507.68	$ 4,821,025.32	57%
FINES AND FORFEITURES	$ 24,000		$ 11,081.43	$ 12,918.57	46%
MISCELLANEOUS	$ 803,618		$ 383,103.84	$ 420,514.16	48%
OTHER SOURCES (NON-REVENUE)	$ 22,783,501		$ 13,269,347.10	$ 9,514,153.90	58%
REVENUE TOTALS	**$ 48,463,956**		**$ 29,041,796.69**	**$ 19,422,159.31**	**60%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,820,241	$ 2,613.34	$ 10,855,597.19	$ 9,962,030.47	52%
OPERATING EXPENDITURES	$ 10,886,027	$ 2,388,059.55	$ 4,715,619.00	$ 3,782,348.45	65%
CAPITAL OUTLAY	$ 4,104,281	$ 1,427,655.65	$ 1,567,844.34	$ 1,108,781.01	73%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 10,679,054.34	$ 1,974,352.66	84%
EXPENSE TOTALS	**$ 48,463,956**	**$ 3,818,328.54**	**$ 27,818,114.87**	**$ 16,827,512.59**	65%
REVENUE TOTALS	**$ 48,463,956**	**$ -**	**$ 29,041,796.69**	**$ 19,422,159.31**	**60%**
EXPENSE TOTALS	**$ 48,463,956**	**$ 3,818,328.54**	**$ 27,818,114.87**	**$ 16,827,512.59**	**65%**
	$ -	**$ (3,818,328.54)**	**$ 1,223,681.82**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,810	218,555.18	54	2,840,670	4,587,651.02	162	4,869,722	282,070.98
20	00	DELINQUENT TAXES	1,250	5,423.30	434	8,750	9,152.36	105	15,000	5,847.64
25	00	PENALTIES RE: TAXES	416	.00		2,912	7,130.92	245	5,000	2,130.92-
30	00	TAX CERTIFICATES	16,666	2,483.12	15	116,662	2,483.12	2	200,000	197,516.88
311	**	AD VALOREM	424,142	226,461.60	53	2,968,994	4,606,417.42	155	5,089,722	483,304.58
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	52,766.91	181	204,162	216,537.00	106	350,000	133,463.00
312	**	SALES USE AND FUEL TAXES	29,166	52,766.91	181	204,162	216,537.00	106	350,000	133,463.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	79,847.53	97	576,814	479,204.17	83	988,824	509,619.83
40	00	GAS	1,722	1,027.00-	60	12,054	5,607.93	47	20,673	15,065.07
80	00	PROPANE	969	2,382.45	246	6,783	13,404.94	198	11,639	1,765.94-
314	**	UTILITY SERVICE TAX	85,093	81,202.98	95	595,651	498,217.04	84	1,021,136	522,918.96
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	33,357.40	95	245,728	120,327.13	49	421,258	300,930.87
315	**	COMMUNICATION SERVICE TAX	35,104	33,357.40	95	245,728	120,327.13	49	421,258	300,930.87
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	2,875.43	20	99,162	155,898.15	157	170,000	14,101.85
316	**	LOCAL BUSINESS TAX	14,166	2,875.43	20	99,162	155,898.15	157	170,000	14,101.85
310	***	TAXES	587,671	396,664.32	68	4,113,697	5,597,396.74	136	7,052,116	1,454,719.26
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	14,816.71	71	145,831	262,238.17	180	250,000	12,238.17-
10	00	TRAINING SURCHARGE	58	226.08	390	406	938.84	231	700	238.84-
322	**	BUILDING PERMITS	20,891	15,042.79	72	146,237	263,177.01	180	250,700	12,477.01-
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	31,307.00-	47	466,109	144,951.25	31	799,054	654,102.75
40	00	GAS	1,846	1,541.00-	84	12,922	4,985.68	39	22,158	17,172.32
70	00	SOLID WASTE	14,703	14,795.72	101	102,921	106,180.83	103	176,446	70,265.17
323	**	FRANCHISE FEES	83,136	18,052.28-	22	581,952	256,117.76	44	997,658	741,540.24
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	153,799.68	93	1,163,750	1,606,563.62	138	1,995,000	388,436.38

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	112.48	17	4,662	866.24	19	8,000	7,133.76
12 03	PENALTIES	83	81.65	98	581	432.91	75	1,000	567.09
12 04	TAX CERTIFICATES	12,500	.00		87,500	.00		150,000	150,000.00
12 *	SERVICE	179,499	153,993.81	86	1,256,493	1,607,862.77	128	2,154,000	546,137.23
325 **	SPECIAL ASSESSMENT	179,499	153,993.81	86	1,256,493	1,607,862.77	128	2,154,000	546,137.23
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	833	974.82	117	5,831	15,135.13	260	10,000	5,135.13-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	120.00		0	270.00		0	270.00-
329 **	OTHER PERMITS & FEES	833	1,094.82	131	5,831	15,405.13	264	10,000	5,405.13-
320 ***	OTHER PERMITS & FEES	284,359	152,079.14	54	1,990,513	2,142,562.67✓	108	3,412,358✓	1,269,795.33✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	.00		145,831	39,287.33	27	250,000	210,712.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	.00		145,831	39,287.33	27	250,000	210,712.67
20 01	RES OFFCR - CTY CONTRACT	2,650	10,833.33	409	18,550	21,666.66	117	31,800	10,133.34
20 05	JAG GRANT	1,915	.00		13,405	24,384.00	182	22,980	1,404.00-
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,024	.00		7,168	4,962.00	69	12,298	7,336.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,126	.00		35,882	15,570.53	43	61,516	45,945.47
20 *	PUBLIC SAFETY	10,715	10,833.33	101	75,005	66,583.19	89	128,594	62,010.81
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	213,721.14	281	532,581	463,655.23	87	913,000	449,344.77
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	107,631	224,554.47	209	753,417	569,525.75	76	1,291,594	722,068.25
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		20,412	.00		35,000	35,000.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		20,412	.00		35,000	35,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		148,897	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		148,897	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	39,076.13	101	271,635	195,380.65	72	465,670	270,289.35
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	12,204.88	100	85,092	61,024.40	72	145,873	84,848.60
12	*	STATE REVENUE SHARING	50,961	51,281.01	101	356,727	256,405.05	72	611,543	355,137.95
14	00	MOBILE HOME LICENSES	1,666	694.49	42	11,662	15,115.18	130	20,000	4,884.82
15	00	ALCOHOLIC BEVERAGE	1,809	.00		12,663	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	87,915.23	109	565,936	448,518.75	79	970,178	521,659.25
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	4,230.00		0	4,230.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		13,727	6,002.50	44	23,542	17,539.50
335	**	STATE SHARED REVENUES	137,245	139,890.73	102	960,715	730,271.48	76	1,646,980	916,708.52
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,063	364,445.20	135	1,883,441	1,299,797.23	69	3,228,830	1,929,032.77

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,865	447,866.00	100	3,135,055	3,135,062.00	100	5,374,389	2,239,327.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	51,870	51,877.00	100	88,927	37,050.00
40 00	CERTIFY/COPY/SEARCH	8,333	9,920.18	119	58,331	50,878.35	87	100,000	49,121.65
90 12	PASSPORT EXECUTION FEES	863	925.00	107	6,041	4,700.00	78	10,356	5,656.00
341 **	GENERAL GOVERNMENT	464,471	466,122.18	100	3,251,297	3,242,517.35	100	5,573,672	2,331,154.65
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	350.00		0	1,275.00		0	1,275.00-
90 01	FALSE ALARM FEES	833	1,280.00	154	5,831	5,430.00	93	10,000	4,570.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	1,630.00	196	5,831	6,705.00	115	10,000	3,295.00
342 **	PUBLIC SAFETY	833	1,630.00	196	5,831	6,705.00	115	10,000	3,295.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	36,076.17	108	235,018	221,865.54	94	402,888	181,022.46
37 11	ROCKLEDGE	21,209	22,151.13	104	148,463	132,066.52	89	254,510	122,443.48
37 12	SUN LAKE	279	284.62	102	1,953	1,731.26	89	3,357	1,625.74
37 13	CLNY PK-M.I.UTIL CO.	150	153.01	102	1,050	456.89	44	1,810	1,353.11
37 16	COCOA BEACH	8,758	8,778.50	100	61,306	52,570.09	86	105,101	52,530.91
37 17	CAPE CANAVERAL	7,230	7,250.26	100	50,610	43,256.91	86	86,760	43,503.09
37 18	TITUSVILLE	315	335.98	107	2,205	1,986.02	90	3,783	1,796.98
37 *	WATER BILLING SERVICES	71,515	75,029.67	105	500,605	453,933.23	91	858,209	404,275.77
39 01	SERVICE CHARGES	33,333	38,420.63	115	233,331	209,984.45	90	400,000	190,015.55
39 03	ADMIN CHARGES	35,833	31,500.00	88	250,831	210,955.00	84	430,000	219,045.00
39 04	PENALTIES	75,000	71,346.74	95	525,000	506,363.57	97	900,000	393,636.43
39 05	NSF CHECKS	2,916	2,175.31	75	20,412	21,775.20	107	35,000	13,224.80
39 *	WATER OTHER INCOME	147,082	143,442.68	98	1,029,574	949,078.22	92	1,765,000	815,921.78
41 10	GARBAGE REVENUES	177,823	168,444.55	95	1,244,761	1,210,807.40	97	2,133,878	923,070.60
41 20	RECYCLING REVENUE	17,692	17,017.78	96	123,844	122,678.05	99	212,309	89,630.95
41 30	GREEN WASTE	15,130	14,397.10	95	105,910	103,821.00	98	181,563	77,742.00
41 *	GARBAGE COLLECTION	210,645	199,859.43	95	1,474,515	1,437,306.45	98	2,527,750	1,090,443.55

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,074.62	100	56,406	48,408.96	86	96,697	48,288.04
45 20	SALE - RECYCLING MATERIAL	83	85.00	102	581	2,018.62	347	1,000	1,018.62-
45 *	GARBAGE - OTHER REVENUE	8,141	8,159.62	100	56,987	50,427.58	89	97,697	47,269.42
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	30,527	26,168.00	86	52,336	26,168.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		58,548	89,081.00	152	100,369	11,288.00
90 *	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	89,075	115,249.00	129	152,705	37,456.00
343 **	PHYSICAL ENVIRONMENT	450,108	439,575.40	98	3,150,756	3,005,994.48	95	5,401,361	2,395,366.52
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	2,832.97	57	35,000	32,986.48	94	60,000	27,013.52
39 11	TENANT MAINTENANCE FEES	166	60.40	36	1,162	758.12	65	2,000	1,241.88
39 20	COCOA CIVIC CENTER	4,583	4,536.07	99	32,081	28,834.40	90	55,000	26,165.60
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	650.00	46	9,912	8,968.85	91	17,000	8,031.15
39 *	OTHER CULTURAL SERVICES	11,165	8,079.44	72	78,155	71,547.85	92	134,000	62,452.15
40 01	COCOA VILLAGE 10% GROSS	2,083	423.16	20	14,581	6,274.62	43	25,000	18,725.38
40 05	PERMIT FEES	208	125.00	60	1,456	1,301.75	89	2,500	1,198.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	548.16	24	16,037	7,576.37	47	27,500	19,923.63
50 10	EVENT FEES	833	.00		5,831	3,166.63	54	10,000	6,833.37
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		1,750	1,000.00	57	3,000	2,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	.00		7,581	4,166.63	55	13,000	8,833.37
347 **	CULTURE/RECREATION	14,539	8,627.60	59	101,773	83,290.85	82	174,500	91,209.15
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	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
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	915,955.18	99	6,509,657	6,338,507.68	97	11,159,533	4,821,025.32
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,000	4,386.28	219	14,000	11,081.43	79	24,000	12,918.57
351	**	JUDGMENTS AND FINES	2,000	4,386.28	219	14,000	11,081.43	79	24,000	12,918.57
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	4,386.28	219	14,000	11,081.43	79	24,000	12,918.57
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,588	2,444.46	53	32,116	67,606.83	211	55,062	12,544.83-
20	00	DIVIDENDS	0	.00		0	2,241.81		0	2,241.81-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	55,050.35-		0	55,050.35
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	2,444.46	53	32,116	14,798.29	46	55,062	40,263.71
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,313	13,182.40	142	65,191	68,591.88	105	111,760	43,168.12
362	**	RENT AND ROYALTIES	9,313	13,182.40	142	65,191	68,591.88	105	111,760	43,168.12
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	22,274.88		0	22,274.88-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	22,274.88		0	22,274.88-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	43,750	48,870.00	112	75,000	26,130.00
10 09	POLICE/FIRE DEPTS	0	.00		0	7,427.24		0	7,427.24-
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	7,427.24		0	7,427.24-
366 **	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	43,750	56,297.24	129	75,000	18,702.76
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		83,818	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		74,837	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		158,655	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	16,726.82	220	53,186	63,162.50	119	91,182	28,019.50
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	1,325.00	40	23,331	18,197.25	78	40,000	21,802.75
90 03	CODE ENF ABATE/DEMO REV	5,833	2,540.00	44	40,831	23,296.84	57	70,000	46,703.16
90 04	MISC. POLICE REVENUES	0	486.93		0	1,427.70		0	1,427.70-
90 05	INVESTIGATIVE COSTS REIM	3,791	10,399.05	274	26,537	30,992.26	117	45,500	14,507.74
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	500.00	60	5,831	4,775.00	82	10,000	5,225.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	4,300.00	156	19,320	12,400.00	64	33,120	20,720.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,148	36,277.80	150	169,036	154,251.55	91	289,802	135,550.45
96 00	INSURANCE REFUND PROCEEDS	0	8,975.00		0	66,890.00		0	66,890.00-
369 **	OTHER MISC REVENUES	24,148	45,252.80	187	169,036	221,141.55	131	289,802	68,660.45
360 ***	MISCELLANEOUS REVENUES	66,964	67,129.66	100	468,748	383,103.84✓	82	803,618✓	420,514.16✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	2,343	.00		16,401	.00		28,125	28,125.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	2,221	.00		11,327	.00		22,437	22,437.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,564	.00		27,728	.00		50,562	50,562.00
381 **	INTERFUND TRANSFER	4,564	.00		27,728	.00		50,562	50,562.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	3,184,412	3,184,419.00	100	5,459,000	2,274,581.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	579,782	579,789.00	100	993,919	414,130.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	3,764,194	3,764,208.00	100	6,452,919	2,688,711.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	3,764,194	3,764,208.00	100	6,452,919	2,688,711.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	1,108,125	.00		3,324,375	8,865,000.00	267	8,865,000	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		3,324,375	8,865,000.00	267	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,395	.00		72,765	128,492.00	177	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		191,868	511,647.10	267	511,648	.90
90	*	NON OPERATING SOURCES	74,351	.00		264,633	640,139.10	242	636,392	3,747.10-
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	620,182	.00		3,677,705	.00		6,778,628	6,778,628.00
99	*	BALANCE FORWARD	620,182	.00		3,677,705	.00		6,778,628	6,778,628.00
389	**	NON OPERATING SOURCES	694,533	.00		3,942,338	640,139.10	16	7,415,020	6,774,880.90
380	***	OTHER SOURCES(NON-REV)	2,344,964	537,744.00	23	11,058,635	13,269,347.10✓	120	22,783,501✓	9,514,153.90✓
FUND TOTAL		GENERAL FUND	4,484,972	2,438,403.78	54	26,038,691	29,041,796.69✓	112	48,463,956✓	19,422,159.31✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	17850	16850.00	94	.00	30600	13750.00	55
11 **	EXECUTIVE SALARIES	2550	2550.00	100	17850	16850.00	94	.00	30600	13750.00	55
12-00	REGULAR SALARIES & WAGES	937837	800935.52	85	6583389	5880874.85	89	.00	11272707	5391832.15	52
12-06	SALARIES/CONTRACTUAL	2222	100.00	5	15554	3668.75	24	.00	26675	23006.25	14
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5119	.00	0	35833	13379.58	37	.00	61451	48071.42	22
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	945178	801035.52	85	6634776	5897923.18	89	.00	11360833	5462909.82	52
13-00	OTHER SALARIES & WAGES	86841	69385.14	80	581402	481432.33	83	.00	1015648	534215.67	47
13 **	OTHER SALARIES & WAGES	86841	69385.14	80	581402	481432.33	83	.00	1015648	534215.67	47
14-00	OVERTIME	25445	20663.21	81	178115	287192.60	161	.00	305413	18220.40	94
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	20663.21	81	178115	287192.60	161	.00	305413	18220.40	94
15-00	SPECIAL PAY	28272	25667.38	91	197904	199747.22	101	.00	339277	139529.78	59
15 **	SPECIAL PAY	28272	25667.38	91	197904	199747.22	101	.00	339277	139529.78	59
20-00	CLOTHING/SHOE ALLOWANCE	1708	55.00	3	11956	10413.62	87	.00	20530	10116.38	51
20 **	CLOTHING/SHOE ALLOWANCE	1708	55.00	3	11956	10413.62	87	.00	20530	10116.38	51
21-00	FICA TAXES	84964	67953.18	80	594138	507482.99	85	.00	1019082	511599.01	50
21 **	FICA TAXES	84964	67953.18	80	594138	507482.99	85	.00	1019082	511599.01	50
22-00	RETIREMENT CONTRIBUTIONS	50183	43213.20	86	351281	300812.77	86	.00	602287	301474.23	50
22-01	LICENSED POLICE/FIRE	163002	139642.12	86	1141014	1101441.03	97	.00	1956047	854605.97	56
22-02	STATE CONTRIBUTIONS	20526	.00	0	169342	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	674	609.08	90	4718	4516.04	96	.00	8093	3576.96	56

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	234385	183464.40	78	1666355	1406769.84	84	.00	2838421	1431651.16	50
23-00	LIFE/HEALTH INSURANCE	255739	218408.26	85	1790173	1576398.86	88	3605.80	3068992	1488987.34	52
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	218408.26	85	1790173	1576398.86	88	3605.80	3068992	1488987.34	52
24-00	WORKER'S COMPENSATION	48006	47638.58	99	335242	338146.59	101	.00	575405	237258.41	59
24 **	WORKER'S COMPENSATION	48006	47638.58	99	335242	338146.59	101	.00	575405	237258.41	59
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	992.46	17	992.46-	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	5831	992.46	17	992.46-	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18870.00	96	137690	132247.50	96	.00	236040	103792.50	56
27 **	CAFETERIA PLAN	19670	18870.00	96	137690	132247.50	96	.00	236040	103792.50	56
31-00	PROFESSIONAL SERVICES	56286	26367.15	47	332004	110841.10	33	236611.15	613450	265997.75	57
31-01	LEGAL FEES	32545	25262.27	78	227815	204217.70	90	181331.20	390550	5001.10	99
31-02	MEDICAL SERVICES	3283	1565.00	48	22981	6208.18	27	28933.82	39398	4256.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	7651	13125.00	172	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	5347.10	27	138992	76774.24	55	161497.76	238272	.00	100
31 **	PROFESSIONAL SERVICES	113063	58541.52	52	729443	411166.22	56	608373.93	1294795	275254.85	79
32-00	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
34-00	CONTRACT SERVICES	83275	17187.64	21	585722	557283.37	95	247788.38	1002162	197090.25	80
34-03	CUSTOMER SERVICE CONTRACT	152752	150287.17	98	1069264	909862.60	85	.00	1833029	923166.40	50
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	2230.00	115	15342	9245.00	60	3345.00	25000	12410.00	50
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	237959	169704.81	71	1670328	1476390.97	88	251133.38	2860191	1132666.65	60

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
39-00	CONTINGENCY	24097	.00	0	208108	.00	0	.00	328604	328604.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	22235	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	28544	.00	0	230343	.00	0	.00	328604	328604.00	0
40-00	TRAVEL & PER DIEM	3951	6204.90	157	27657	19274.39	70	.00	47518	28243.61	41
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	6204.90	157	27657	19274.39	70	.00	47518	28243.61	41
41-00	COMMUNICATION	13920	1355.95	10	97328	64638.69	66	79034.09	166964	23291.22	86
41 **	COMMUNICATION	13920	1355.95	10	97328	64638.69	66	79034.09	166964	23291.22	86
42-00	POSTAGE & FREIGHT	33677	34492.26	102	235750	233366.49	99	148999.48	404246	21880.03	95
42 **	POSTAGE & FREIGHT	33677	34492.26	102	235750	233366.49	99	148999.48	404246	21880.03	95
43-00	ELECTRIC/WATER/SEWER	59215	50134.99	85	414505	313847.90	76	344073.75	710605	52683.35	93
43 **	ELECTRIC/WATER/SEWER	59215	50134.99	85	414505	313847.90	76	344073.75	710605	52683.35	93
44-00	RENTALS AND LEASES	14274	55.70	0	99798	83512.74	84	68996.76	171218	18708.50	89
44 **	RENTALS AND LEASES	14274	55.70	0	99798	83512.74	84	68996.76	171218	18708.50	89
45-00	INSURANCE	33102	.00	0	231714	276826.53	120	.00	397284	120457.47	70
45 **	INSURANCE	33102	.00	0	231714	276826.53	120	.00	397284	120457.47	70
46-00	REPAIRS & MAINTENANCE	58200	5679.28	10	380148	286466.25	75	223201.34	671202	161534.41	76
46-02	REPAIR/MAINT BUILDING	51559	6122.80	12	364303	98993.98	27	410370.83	622113	112748.19	82
46-03	REPAIR/MAINT-VEHICLES	16869	8680.43	52	118083	90685.11	77	4284.55	202505	107535.34	47
46-05	HYDRANT FEES	15471	15451.56	100	108297	108160.92	100	.00	185653	77492.08	58
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	142099	35934.07	25	970831	584306.26	60	637856.72	1681473	459310.02	73
47-00	PRINTING & BINDING	1600	834.74	52	11180	6391.04	57	19.48	19278	12867.48	33
47 **	PRINTING & BINDING	1600	834.74	52	11180	6391.04	57	19.48	19278	12867.48	33
48-00	PROMOTIONAL ACTIVITIES	4044	1569.41	39	32331	15857.73	49	400.00	52569	36311.27	31
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	26250	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7794	1569.41	20	58581	15857.73	27	400.00	97569	81311.27	17
49-00	OTHER CHARGES & OBLIG.	67440	806.72	1	356651	417108.18	117	27580.00	693893	249204.82	64
49-02	ADVERTISING	25	.00	0	175	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	140231	80302.33	57	79515.00	240406	80588.67	67
49-06	BROWNFIELD PROG CITY COST	625	.00	0	4375	.00	0	3650.00	7500	3850.00	49
49-07	BAD DEBT EXPENSE	12832	3841.47-	30-	89824	37658.92-	42-	.00	154000	191658.92	25-
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	1875	.00	0	13125	13000.00	99	.00	22500	9500.00	58
49 **	OTHER CHARGES & OBLIG.	102830	3034.75-	3-	604381	472751.59	78	110745.00	1118599	535102.41	52
52-00	OPERATING SUPPLIES	83490	19140.43	23	593591	501599.05	85	91293.87	1011132	418239.08	59
52-02	UNIFORMS	1545	431.90	28	10815	8390.68	78	8273.37	18550	1885.95	90
52-05	EMS 1st RESP-CONSUM SUPP	3098	1116.90	36	21686	23309.22	108	7671.30	37183	6202.48	83
52-07	JANITORIAL SUPPLIES	2096	1921.91	92	14672	12255.77	84	.00	25170	12914.23	49
52-10	HEATING FUEL	103	99.29	96	721	658.51	91	581.49	1240	.00	100
52-30	FUEL OIL & LUBRICANTS	19281	15015.33	78	134967	88031.88	65	.00	231422	143390.12	38
52-33	EMPLOYEE HEALTH CENTER	4769	.00	0	33383	34187.97	102	23044.03	57232	.00	100
52 **	OPERATING SUPPLIES	114382	37725.76	33	809835	668433.08	83	130864.06	1381929	582631.86	58

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	1924-	.00	0	45074	6097.10	14	7219.40	35455	22138.50	38
53 **	ROAD MATERIALS/SUPPLIES	1924-	.00	0	45074	6097.10	14	7219.40	35455	22138.50	38
54-00	MEMBERSHIP/PUBLICATIONS	2649	510.90	19	18414	18548.75	101	.00	31750	13201.25	58
54 **	MEMBERSHIP/PUBLICATIONS	2649	510.90	19	18414	18548.75	101	.00	31750	13201.25	58
55-00	TRAINING	6862	3198.58	47	48134	20528.58	43	150.00	82549	61870.42	25
55-01	EDA PROGRAM	1041	.00	0	7287	180.94	3	193.50	12500	12125.56	3
55 **	TRAINING	7903	3198.58	41	55421	20709.52	37	343.50	95049	73995.98	22
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	1299-	.00	0	13171	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	13171	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	.00	0	151627	197941.49	131	51375.30	259936	10619.21	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	151627	197941.49	131	51375.30	259936	10619.21	96
63-00	INFRASTRUCTURE	252789	40570.90	16	1640121	887462.27	54	1069642.86	2904077	946971.87	67
63 **	INFRASTRUCTURE	252789	40570.90	16	1640121	887462.27	54	1069642.86	2904077	946971.87	67
64-00	MACHINERY AND EQUIPMENT	72496	35310.00	49	531619	443016.71	83	306637.49	894160	144505.80	84
64-01	JAG GRANT	3346	.00	0	6692	23425.87	350	.00	23427	1.13	100
64-15	IT HARDWARE	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	75842	35310.00	47	538311	466442.58	87	306637.49	917587	144506.93	84

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1573	.00	0	8141	15998.00	197	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1573	.00	0	8141	15998.00	197	.00	15998	.00	100
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	1241007	.00	0	3723021	9928053.34	267	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241007	.00	0	3723021	9928053.34	267	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62583	.00	0	438081	751001.00	171	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	.00	0	438081	751001.00	171	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	739662	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	739662	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	27034	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	27034	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	293332	.00	0	.00	660000	660000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73333	.00	0	293332	.00	0	.00	660000	660000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	4489271	1928800.41	43	26059891	27818114.87	107	3818328.54	48463956	16827512.59	65
GRAND	TOTAL *********										
		4489271	1928800.41	43	26059891	27818114.87	107	3818328.54	48463956	16827512.59	65



FY 2017 Budget by Classification Report - Summary Listing

Through 4/30/2017

Target for April is 58%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 900,257.50	$ 768,185.50	54%
CHARGES FOR SERVICES	$ 52,128,130		$ 33,096,190.21	$ 19,031,939.79	63%
MISCELLANEOUS	$ 307,595		$ 398,203.77	$ (90,608.77)	129%
OTHER SOURCES (NON-REVENUE)	$ 28,870,675		$ 326,591.21	$ 28,544,083.79	1%
REVENUE TOTALS	**$ 82,974,843**	**-**	**$ 34,721,242.69**	**$ 48,253,600.31**	**42%**
				$ (5,281,462.80)	
EXPENSE					
SALARIES AND BENEFITS	$ 13,548,807	$ 1,608.00	$ 6,658,039.28	$ 6,889,159.72	49%
OPERATING EXPENDITURES	$ 25,419,074	$ 7,010,444.50	$ 8,960,090.21	$ 9,448,539.29	63%
CAPITAL OUTLAY	$ 28,530,845	$ 13,680,892.14	$ 5,525,049.93	$ 9,324,902.93	67%
GRANTS, AIDS AND OTHER	$ 15,476,117	$ -	$ 7,397,408.00	$ 8,078,709.00	48%
EXPENSE TOTALS	**$ 82,974,843**	**$ 20,692,944.64**	**$ 28,540,587.42**	**$ 33,741,310.94**	59%
REVENUE TOTALS	**$ 82,974,843**	**$ -**	**$ 34,721,242.69**	**$ 48,253,600.31**	**42%**
EXPENSE TOTALS	**$ 82,974,843**	**$ 20,692,944.64**	**$ 28,540,587.42**	**$ 33,741,310.94**	**59%**
	$ -	**$ (20,692,944.64)**	**$ 6,180,655.27**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	63,949	68,350.00	107	447,643	623,515.00	139	767,388	143,873.00
03 11	WATER - COMMERCIAL	66,559	65,747.50	99	465,913	212,992.50	46	798,711	585,718.50
03 20	SEWER - RESIDENTIAL	767	.00		5,369	3,750.00	70	9,210	5,460.00
03 21	SEWER - COMMERCIAL	7,761	43,750.00	564	54,327	60,000.00	110	93,134	33,134.00
03 *	IMPACT FEES	139,036	177,847.50	128	973,252	900,257.50	93	1,668,443	768,185.50
324 **	IMPACT FEES	139,036	177,847.50	128	973,252	900,257.50	93	1,668,443	768,185.50
320 ***	OTHER PERMITS & FEES	139,036	177,847.50	128	973,252	900,257.50 ✓	93	1,668,443 ✓	768,185.50 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,068.96		0	304,068.96-
331 **	FEDERAL GRANTS	0	.00		0	304,068.96		0	304,068.96-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	304,068.96 ✓		0	304,068.96-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,823	4,270,919.45	117	25,618,761	27,786,292.28	109	43,917,881	16,131,588.72
33 00	WATER CONNECTION FEE	20,000	28,270.00	141	140,000	233,866.02	167	240,000	6,133.98
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	28,270.00	141	140,000	233,866.02	167	240,000	6,133.98
36 00	WATER HYDRANT FEES	217,357	240,929.89	111	1,521,499	1,697,119.15	112	2,608,291	911,171.85
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	100.00	80	875	3,300.00	377	1,500	1,800.00-
39 07	BACKFLOW DEVICE TEST	12,083	14,645.62	121	84,581	87,570.64	104	145,000	57,429.36
39 08	JUMPER METERS	58	150.00	259	406	1,150.00	283	700	450.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,500.00	350	7,000	17,000.00	243	12,000	5,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	1,456	237.94	16	2,500	2,262.06

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	18,451.04	137	94,318	109,258.58	116	161,700	52,441.42
51 00	SEWER SALES	405,421	417,129.38	103	2,837,947	3,068,742.74	108	4,865,057	1,796,314.26
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	417,129.38	103	2,837,947	3,068,742.74	108	4,865,057	1,796,314.26
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	550.44	107	3,612	3,937.05	109	6,200	2,262.95
60 00	REUSE WATER	26,416	29,502.95	112	184,912	192,796.19	104	317,001	124,204.81
60 01	REUSE WATER INSTALLATION	1,000	1,278.78	128	7,000	4,178.20	60	12,000	7,821.80
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	30,781.73	112	191,912	196,974.39	103	329,001	132,026.61
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	5,007,031.93	115	30,408,049	33,096,190.21	109	52,128,130	19,031,939.79
340 ***	CHARGES FOR SERVICES	4,344,007	5,007,031.93	115	30,408,049	33,096,190.21✓	109	52,128,130✓	19,031,939.79✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	766.21	4	140,749	111,573.55	79	241,295	129,721.45
10 10	SBA	0	.00		0	.52		0	.52-
10 *	INTEREST	20,107	766.21	4	140,749	111,574.07	79	241,295	129,720.93
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	101,447.59-		0	101,447.59
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	766.21	4	140,749	10,126.48	7	241,295	231,168.52
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		8,750	53,000.38	606	15,000	38,000.38-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		8,750	53,000.38	606	15,000	38,000.38-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		5,831	6,658.40	114	10,000	3,341.60
365 **	SALES OF SURPLUS SCRAP	833	.00		5,831	6,658.40	114	10,000	3,341.60
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	9,716.82	292	23,331	23,049.55	99	40,000	16,950.45
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	9,716.82	292	23,331	23,049.55	99	40,000	16,950.45
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	9,716.82	292	23,331	23,049.55	99	40,000	16,950.45
360 ***	MISCELLANEOUS REVENUES	25,631	10,483.03	41	179,417	94,134.81	53	307,595	213,460.19
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	50,750.00		0	81,329.54		0	81,329.54-
82 00	CONTRIBUTION S MAINLAND	0	.00		0	70,327.60		0	70,327.60-
83 00	CONTRIBUTION VIERA	0	22,903.33		0	174,934.07		0	174,934.07-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	22,903.33		0	174,934.07✓		0	174,934.07-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,499,345	.00		16,373,939	.00		28,870,675	28,870,675.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,499,345	.00		16,373,939	.00		28,870,675	28,870,675.00
389 **	NON OPERATING SOURCES	2,499,345	73,653.33	3	16,373,939	326,591.21	2	28,870,675	28,544,083.79
380 ***	OTHER SOURCES(NON-REV)	2,499,345	73,653.33	3	16,373,939	326,591.21✓	2	28,870,675✓	28,544,083.79✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,008,019	5,269,015.79	75	47,934,657	34,721,242.69✓	72	82,974,843✓	48,253,600.31✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	655709	527331.43	80	4624963	3686853.42	80	.00	7903550	4216696.58	47
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	22479.04	0	.00	0	22479.04-	0
12 **	REGULAR SALARIES & WAGES	655709	527331.43	80	4624963	3709332.46	80	.00	7903550	4194217.54	47
13-00	OTHER SALARIES & WAGES	34407	38123.59	111	232894	263417.10	113	.00	404956	141538.90	65
13 **	OTHER SALARIES & WAGES	34407	38123.59	111	232894	263417.10	113	.00	404956	141538.90	65
14-00	OVERTIME	35219	27170.94	77	186531	349441.76	187	.00	362666	13224.24	96
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	35219	27170.94	77	186531	349441.76	187	.00	362666	13224.24	96
15-00	SPECIAL PAY	16	.00	0	112	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	112	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	220.00	13	12243	15165.00	124	.00	21010	5845.00	72
20 **	CLOTHING/SHOE ALLOWANCE	1749	220.00	13	12243	15165.00	124	.00	21010	5845.00	72
21-00	FICA TAXES	56464	43218.38	77	394638	315192.84	80	.00	677021	361828.16	47
21 **	FICA TAXES	56464	43218.38	77	394638	315192.84	80	.00	677021	361828.16	47
22-00	RETIREMENT CONTRIBUTIONS	96721	107245.33	111	677047	647322.37	96	.00	1160694	513371.63	56
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	107245.33	111	677047	647322.37	96	.00	1160694	513371.63	56
23-00	LIFE/HEALTH INSURANCE	189469	142894.31	75	1326283	981418.59	74	.00	2273663	1292244.41	43
23-02	LIFE/HEALTH RETIREES	15002	7498.56	50	105014	71374.76	68	1608.00	180024	107041.24	41
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	204471	150392.87	74	1431297	1052793.35	74	1608.00	2453687	1399285.65	43
24-00	WORKER'S COMPENSATION	34548	34679.85	100	241036	240874.40	100	.00	413823	172948.60	58

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	34548	34679.85	100	241036	240874.40	100	.00	413823	172948.60	58
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12600	9600.00	76	88200	64500.00	73	.00	151200	86700.00	43
27 **	CAFETERIA PLAN	12600	9600.00	76	88200	64500.00	73	.00	151200	86700.00	43
31-00	PROFESSIONAL SERVICES	148946	3766.28	3	948232	132323.62	14	1236160.79	1692979	324494.59	81
31-01	LEGAL EXPENSES	8750	7458.20	85	61250	44920.42	73	42359.60	105000	17719.98	83
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	3500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	3671.56	27	95438	52716.58	55	110891.42	163608	.00	100
31 **	PROFESSIONAL SERVICES	171830	14896.04	9	1108420	229960.62	21	1389411.81	1967587	348214.57	82
32-00	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
34-00	CONTRACT SERVICES	99783	11987.50	12	708651	110401.46	16	210592.44	1207594	886600.10	27
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	3135055	3135062.00	100	.00	5374389	2239327.00	58
34 **	CONTRACT SERVICES	547648	459853.50	84	3843706	3245463.46	84	210592.44	6581983	3125927.10	53
39-00	CONTINGENCY	157100	.00	0	1109065	.00	0	.00	1894571	1894571.00	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	157100	.00	0	1109065	.00	0	.00	1894571	1894571.00	0
40-00	TRAVEL AND PER DIEM	1596	770.40	48	11172	2937.44	26	.00	19186	16248.56	15
40-01	CAR ALLOWANCE	12	.00	0	84	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1608	770.40	48	11256	2937.44	26	.00	19336	16398.56	15
41-00	COMMUNICATION	10618	3804.84	36	75328	46750.81	62	57866.15	128450	23833.04	81
41 **	COMMUNICATION	10618	3804.84	36	75328	46750.81	62	57866.15	128450	23833.04	81
42-00	POSTAGE AND FREIGHT	2947	1003.78	34	20629	13665.29	66	3515.88	35390	18208.83	49
42 **	POSTAGE AND FREIGHT	2947	1003.78	34	20629	13665.29	66	3515.88	35390	18208.83	49
43-00	ELECTRIC/WATER/SEWER	202099	136383.31	68	1414693	856588.72	61	1557430.45	2425215	11195.83	100
43 **	ELECTRIC/WATER/SEWER	202099	136383.31	68	1414693	856588.72	61	1557430.45	2425215	11195.83	100
44-00	RENTALS AND LEASES	18492	250.00	1	82698	128089.36	155	27793.33	175180	19297.31	89
44 **	RENTALS AND LEASES	18492	250.00	1	82698	128089.36	155	27793.33	175180	19297.31	89
45-00	INSURANCE	31505	.00	0	220535	272928.27	124	.00	378109	105180.73	72
45 **	INSURANCE	31505	.00	0	220535	272928.27	124	.00	378109	105180.73	72
46-00	REPAIRS & MAINTENANCE	575549	157018.78	27	4205620	1954306.57	47	2069577.76	7083389	3059504.67	57
46-02	REPAIRS/MAINT - BUILDING	15486	1863.90	12	108402	55774.33	52	29620.58	185850	100455.09	46
46-03	REPAIR/MAINT-VEHICLES	17437	9919.35	57	122059	88204.37	72	.00	209277	121072.63	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	608472	168802.03	28	4436081	2098285.27	47	2099198.34	7478516	3281032.39	56
47-00	PRINTING & BINDING	585	.00	0	4095	89.60	2	1508.00	7050	5452.40	23
47 **	PRINTING & BINDING	585	.00	0	4095	89.60	2	1508.00	7050	5452.40	23
48-00	PROMOTIONAL ACTIVITIES	1250	750.00	60	8750	2650.00	30	.00	15000	12350.00	18
48 **	PROMOTIONAL ACTIVITIES	1250	750.00	60	8750	2650.00	30	.00	15000	12350.00	18
49-00	OTHER CHARGES & OBLIG.	2701	1558.99	58	18907	11224.06	59	3000.00	32451	18226.94	44
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	4475.08-	31-	102081	51356.49-	50-	.00	175000	226356.49	29-
49-08	CASH OVER & UNDER	25	35.00	140	175	120.06	69	.00	300	179.94	40
49-09	DOCUMENT RECORDING CHGS	250	260.00-	104-	1750	1441.60-	82-	231.00	3000	4210.60	40-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	3141.09-	18-	122913	41453.97-	34-	3231.00	210751	248973.97	18-
52-00	OPERATING SUPPLIES	292656	85546.60	29	2055090	1867654.50	91	1535889.97	3518415	114870.53	97
52-07	JANITORIAL SUPPLIES	852	520.86	61	5964	5085.18	85	.00	10240	5154.82	50
52-30	FUEL OIL & LUBRICANTS	25986	13929.15	54	181902	108417.13	60	65710.06	311862	137734.81	56
52-33	EMPLOYEE HEALTH CENTER	3274	.00	0	22918	23474.93	102	15823.07	39298	.00	100
52 **	OPERATING SUPPLIES	322768	99996.61	31	2265874	2004631.74	89	1617423.10	3879815	257760.16	93
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	29155	4294.60	15	34900.00	50000	10805.40	78
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	29155	4294.60	15	34900.00	50000	10805.40	78
54-00	MEMBERSHIP/PUBLICATIONS	3130	78.00	3	21910	30710.00	140	.00	37585	6875.00	82
54 **	MEMBERSHIP/PUBLICATIONS	3130	78.00	3	21910	30710.00	140	.00	37585	6875.00	82
55-00	TRAINING	6959	5947.00	86	48713	20999.00	43	7574.00	83536	54963.00	34
55-01	EDA PROGRAM	625	.00	0	4375	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	5947.00	78	53088	20999.00	40	7574.00	91036	62463.00	31
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	2212993	212283.70	10	14345378	5178490.44	36	12839171.50	25410362	7392700.06	71
63 **	INFRASTRUCTURE	2212993	212283.70	10	14345378	5178490.44	36	12839171.50	25410362	7392700.06	71
64-00	MACHINERY AND EQUIPMENT	179985	242102.74	135	1259895	310489.49	25	837840.64	2159838	1011507.87	53
64-15	IT HARDWARE	2998	.00	0	20986	9950.00	47	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	182983	242102.74	132	1280881	320439.49	25	837840.64	2195833	1037552.87	53
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	77052	.00	0	539364	26120.00	5	3880.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	539364	26120.00	5	3880.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	581	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	581	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	457138	454917.00	100	3195746	3184419.00	100	.00	5481437	2297018.00	58
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	414900.00	55	5249860	3633200.00	69	.00	8999761	5366561.00	40
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1207118	869817.00	72	8445606	6817619.00	81	.00	14481198	7663579.00	47
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	579782	579789.00	100	.00	993919	414130.00	58
95 **	NONOPERATING	82826	82827.00	100	579782	579789.00	100	.00	993919	414130.00	58
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7007944	3234407.25	46	47934124	28540587.42	60	20692944.64	82974843	33741310.94	59
GRAND	TOTAL *********	7007944	3234407.25	46	47934124	28540587.42	60	20692944.64	82974843	33741310.94	59

FY 2017 Budget by Classification Report - Summary Listing

Through 4/30/2017

Target for April is 58%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 866,543.04	$ 505,489.96	63%
MISCELLANEOUS	$ 2,000		$ 777.13	$ 1,222.87	39%
OTHER SOURCES (NON-REVENUE)	$ 1,705,869		$ 21,782.25	$ 1,684,086.75	1%
REVENUE TOTALS	**$ 3,079,902**	**-**	**$ 889,102.42**	**$ 2,190,799.58**	**29%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 333,024.55	$ 250,941.45	57%
OPERATING EXPENDITURES	$ 407,441	$ 107,322.31	$ 120,903.68	$ 179,215.01	56%
CAPITAL OUTLAY	$ 2,088,495	$ 1,181,581.41	$ 562,202.92	$ 344,710.67	83%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,288,903.72**	**$ 1,016,131.15**	**$ 774,867.13**	**75%**
REVENUE TOTALS	**$ 3,079,902**	**$ -**	**$ 889,102.42**	**$ 2,190,799.58**	**29%**
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,288,903.72**	**$ 1,016,131.15**	**$ 774,867.13**	**75%**
	$ -	**$ (1,288,903.72)**	**$ (127,028.73)**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
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								
39 05	NSF CHECKS	0	.00		0	.00 ✓		0	.00 ✓
91 00	STORMWATER FEES	114,336	117,254.75	103	800,352	866,543.04 ✓	108	1,372,033 ✓	505,489.96 ✓
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	117,254.75	103	800,352	866,543.04	108	1,372,033	505,489.96
343 **	PHYSICAL ENVIRONMENT	114,336	117,254.75	103	800,352	866,543.04	108	1,372,033	505,489.96
340 ***	CHARGES FOR SERVICES	114,336	117,254.75	103	800,352	866,543.04	108	1,372,033	505,489.96
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	133.98	81	1,162	2,264.27	195	2,000	264.27-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	133.98	81	1,162	2,264.27	195	2,000	264.27-
20 00	DIVIDENDS	0	.00		0	17.55		0	17.55-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,504.69-		0	1,504.69
361 **	INTEREST AND OTHR EARNING	166	133.98	81	1,162	777.13 ✓	67	2,000 ✓	1,222.87 ✓
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	133.98	81	1,162	777.13	67	2,000	1,222.87
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	21,782.25		0	21,782.25		0	21,782.25-
90	00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	148,945	.00		961,142	.00		1,705,869	1,705,869.00
99	*	BALANCE FORWARD	148,945	.00		961,142	.00		1,705,869	1,705,869.00
389	**	NON OPERATING SOURCES	148,945	21,782.25	15	961,142	21,782.25	2	1,705,869	1,684,086.75
380	***	OTHER SOURCES(NON-REV)	148,945	21,782.25	15	961,142	21,782.25✓	2	1,705,869✓	1,684,086.75✓
FUND TOTAL		STORMWATER UTILITY	263,447	139,170.98	53	1,762,656	889,102.42✓	50	3,079,902✓	2,190,799.58✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28969	22273.00	77	202783	186801.47	92	.00	347631	160829.53	54
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	1320.97	0	0	1320.97	0	.00	0	1320.97-	0
12 **	REGULAR SALARIES & WAGES	28969	23593.97	81	202783	188122.44	93	.00	347631	159508.56	54
13-00	OTHER SALARIES & WAGES	3437	3101.41	90	24059	22175.03	92	.00	41249	19073.97	54
13 **	OTHER SALARIES & WAGES	3437	3101.41	90	24059	22175.03	92	.00	41249	19073.97	54
14-00	OVERTIME	133	2.75	2	931	4803.88	516	.00	1600	3203.88-	300
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	2.75	2	931	4803.88	516	.00	1600	3203.88-	300
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	45	.00	0	315	495.00	157	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	315	495.00	157	.00	550	55.00	90
21-00	FICA TAXES	2576	1790.90	70	18032	15033.73	83	.00	30916	15882.27	49
21 **	FICA TAXES	2576	1790.90	70	18032	15033.73	83	.00	30916	15882.27	49
22-00	RETIREMENT CONTRIBUTIONS	2813	2345.38	83	19691	18692.42	95	.00	33766	15073.58	55
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	2345.38	83	19691	18692.42	95	.00	33766	15073.58	55
23-00	LIFE/HEALTH INSURANCE	6884	7205.45	105	48188	54307.64	113	.00	82612	28304.36	66
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	7205.45	105	48188	54307.64	113	.00	82612	28304.36	66
24-00	WORKER'S COMPENSATION	3323	3526.10	106	23261	24784.41	107	.00	39882	15097.59	62
24 **	WORKER'S COMPENSATION	3323	3526.10	106	23261	24784.41	107	.00	39882	15097.59	62

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	480	530.00	110	3360	4610.00	137	.00	5760	1150.00	80
27 **	CAFETERIA PLAN	480	530.00	110	3360	4610.00	137	.00	5760	1150.00	80
31-00	PROFESSIONAL SERVICES	8333	1930.00	23	58331	10038.50	17	78320.00	100000	11641.50	88
31-01	LEGAL EXPENSES	41	.00	0	287	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	137.34	27	3570	1971.97	55	4148.03	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	2067.34	23	62188	12010.47	19	82468.03	106620	12141.50	89
34-00	CONTRACT SERVICES	416	.00	0	2912	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	51870	51877.00	100	.00	88927	37050.00	58
34 **	CONTRACT SERVICES	7826	7411.00	95	54782	51877.00	95	.00	93927	42050.00	55
39-00	CONTINGENCY	312-	.00	0	29533	.00	0	.00	27981	27981.00	0
39 **	CONTINGENCY	312-	.00	0	29533	.00	0	.00	27981	27981.00	0
40-00	TRAVEL & PER DIEM	212	117.00	55	1484	375.00	25	.00	2550	2175.00	15
40 **	TRAVEL & PER DIEM	212	117.00	55	1484	375.00	25	.00	2550	2175.00	15
41-00	COMMUNICATION	180	.00	0	1260	375.81	30	1124.19	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1260	375.81	30	1124.19	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	383.46	462	581	665.17	115	420.00	1000	85.17-	109
42 **	POSTAGE & FREIGHT	83	383.46	462	581	665.17	115	420.00	1000	85.17-	109
43-00	ELECTRIC/WATER/SEWER	1652	972.39	59	11564	6531.40	57	10931.96	19830	2366.64	88
43 **	ELECTRIC/WATER/SEWER	1652	972.39	59	11564	6531.40	57	10931.96	19830	2366.64	88
44-00	RENTALS AND LEASES	271	.00	0	1897	528.85	28	377.75	3257	2350.40	28
44 **	RENTALS AND LEASES	271	.00	0	1897	528.85	28	377.75	3257	2350.40	28
45-00	INSURANCE	708	.00	0	4956	5655.45	114	.00	8504	2848.55	67
45 **	INSURANCE	708	.00	0	4956	5655.45	114	.00	8504	2848.55	67

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	4117.72	104	27853	19663.12	71	.00	47750	28086.88	41
46-02	REPAIR/MAINT BUILDING	541	.00	0	3787	.00	0	4958.98	6500	1541.02	76
46-03	REPAIR/MAINT-VEHICLES	1965	1494.71	76	13755	8049.58	59	4998.08	23590	10542.34	55
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	5612.43	87	45395	27712.70	61	9957.06	77840	40170.24	48
47-00	PRINTING & BINDING	83	.00	0	581	345.00	59	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	.00	0	581	345.00	59	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	8456	705.99	8	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	168.35-	20-	5831	1569.97-	27-	.00	10000	11569.97	16-
49 **	OTHER CHARGES & OBLIG.	2041	168.35-	8-	14287	863.98-	6-	.00	24500	25363.98	4-
52-00	OPERATING SUPPLIES	1020	1395.39	137	7192	4338.14	60	1451.47	12300	6510.39	47
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	2257.32	141	11228	9446.52	84	.00	19252	9805.48	49
52-33	EMPLOYEE HEALTH CENTER	122	.00	0	854	878.15	103	591.85	1470	.00	100
52 **	OPERATING SUPPLIES	2746	3652.71	133	19274	14662.81	76	2043.32	33022	16315.87	51
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	434	1028.00	237	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	434	1028.00	237	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	2625	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	2625	.00	0	.00	4500	4500.00	0
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	7166	.00	0	50162	84400.00	168	512.30	86000	1087.70	99
61 **	LAND	7166	.00	0	50162	84400.00	168	512.30	86000	1087.70	99

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	166049	40831.23	25	1053093	477802.92	45	1067505.95	1883331	338022.13	82
63 **	INFRASTRUCTURE	166049	40831.23	25	1053093	477802.92	45	1067505.95	1883331	338022.13	82
64-00	MACHINERY & EQUIPMENT	10263	.00	0	67849	.00	0	113563.16	119164	5600.84	95
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	10263	.00	0	67849	.00	0	113563.16	119164	5600.84	95
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	263434	102975.17	39	1762565	1016131.15	58	1288903.72	3079902	774867.13	75
GRAND	TOTAL *********	263434	102975.17	39	1762565	1016131.15	58	1288903.72	3079902	774867.13	75

Legislation Details (With Text)

File #:	17-218	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/9/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders 4-30-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2017
Agenda Date: May 23, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of April 30, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account # (applied to contingency)	All Fiscal Years Cumulative (as of:)	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum. (4/30/2017)	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
PW17VS														
Op. Rev.		98,881.00		2017-38										
Project Manager:		5,000.00												
account #	001-3510-541-63-00	93,881.00					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00				93,881.00	$ -	n/a	
	SR520 Improvements													
		5,000	^contingency balance-->											
CP16F1														
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21										
Project Manager:														
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	W & J Construction PO# 69154		FY17 PO Issue		31565	3,605,586.00	3,605,586.00				3,605,586.00	$ 393,180.27	n/a	
	Fire Station 1 Q-16-07-COC		CO#1		32632	(213,256.00)	3,392,330.00				3,392,330.00			
			CO#2		32698	(122,581.70)	3,269,748.30				3,269,748.30			
			CO#3		32759	(40,515.00)	3,229,233.30				3,229,233.30			
			CO#4		32884	(164,164.99)	3,065,068.31				3,065,068.31			
	NOTE: This is a different formula, different authorization>	327,262	^contingency balance-->											
WS1176														
Op. Rev.		60,132.90	2/14/2017	2017-14										
Project Manager:		6,013.29	contingency authorized											
account #	421-4020-536.63-00	54,119.61	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	C & D Construction PO# 70030		FY17 PO Issue		32566	54,119.61	54,119.61				54,119.61	$ -	n/a	
	B-15-21-COC				32566	546.29	54,665.90				54,665.90			
		5,467	^contingency balance-->											
WS0904														
Op. Rev.		305,000.00	1/10/2017	2017-08										
Project Manager:		27,500.00	contingency authorized											
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Insituform Tech, LLC PO# 69897		FY17 PO Issue		32320	277,500.00	277,500.00				277,500.00	$ -	n/a	
	Bid No.City of Daytona Bid Contract 0113-1010													
		27,500	^contingency balance-->											
SW17DS														
Op. Rev.		616,630.00	1/10/2017	2017-06										
Project Manager: Stormwater WAWA		56,967.00	contingency authorized											
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name 520 & Fiske, LLC PO # 69866		FY17 PO Issue		32279	460,830.00	460,830.00				460,830.00	$ 21,435.75	n/a	
			CO#1		32973	2,131.80	462,961.80				462,961.80			
			CO#2		32973	21,013.09	483,974.89				483,974.89			
		56,967	^contingency balance-->											
CP11FS	Fleet Garage Addition													
Op. Rev.		202,887.00	10/11/2016	2016-109										
Project Manager:		10,000.00	contingency authorized											
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name PARKIT CONSTR. PO # 69152		FY17 PO Issue		31559	192,886.65	192,886.65				192,886.65	$ 178,455.41	n/a	n/a
	Bid No. B-16-03-COC Fleet		CO#1		33035	8,031.00	200,917.65				200,917.65			
		1,969	^contingency balance-->											
PW08PL	Florida Ave Streetscape													
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85										
Project Manager:		51,536.00	contingency authorized											
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor DP Development PO# 68774/69109		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00			38,828.00		$ 366,515.22	$ 34,945.20	n/a
	Bid No. B-16-10-COC		*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20			34,945.20				
			FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59			34,945.20	504,347.39			
			CO#1		32634	4,238.44	543,531.03			34,945.20	508,585.83			
		51,536	^contingency balance-->				v	v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1505	Florida Ave Streetscape													
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84										
Project Manager:		312,139.00	contingency authorized											
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor Bussen Mayer Engineering PO# 69303		FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25				1,550,639.25	$ 782,509.08	$ -	n/a
	Bid No. B-16-10-COC													
		312,139	^contingency balance-->				v	v						
CD1105	Florida Ave Streetscape													
		1,282,313.00	7/26/16 #16-266	2016-83										
Project Manager:		126,817.00	contingency authorized; $21,000 from CRA											
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor DP Development PO#69108													n/a
	Bid No. B-16-10-COC		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07			-	1,034,235.07	$ 599,987.46		
			CO#1		32655	3,226.86	1,037,461.93				1,037,461.93			
			CO#2		33023	9,661.75	1,047,123.68				1,047,123.68			
		126,817	^contingency balance-->											
WS16UP	Utility Privatization													
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74										
Project Manager:		283,806.00	contingency authorized											
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name CH2M Hill PO#	**This project was assigned the wrong project number WS17AF**		FY 2017	Pending		-				-		$ -	n/a
	Bid No.													
		283,806	^contingency balance-->				v	v						
WSLS04	Lift Station #4 Improvements													
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63										
Project Manager:		56,170.00	contingency authorized											
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name: L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00			561,700.00		$ 59,940.00	$ 27,000.00	n/a
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00	-	-	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00			27,000.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82			27,000.00	538,118.82			
		46,482	CO#2		32914	6,269.00	571,387.82			27,000.00	544,387.82			
WS1222	WRF Motor Controls Sellers													
Op. Rev.		2,334,400.20	4/12/2016	2016-37										
Project Manager:		212,218.20	contingency authorized											
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			2,122,182.00		$ 273,403.35	$ 183,433.33	n/a
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			183,433.33	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85			183,433.33	2,058,399.52			
		92,567	^contingency balance-->											
CP16F3	Fire Station #3 Design													
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16										
Project Manager:		7,710.30	contingency authorized 5%											
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Architects Design Group/Architects RZK		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		-	154,206.00		$ 604.47	$ 123,672.40	n/a
	PO#67485/69346/69708		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00			160,666.00		$ -		
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40			123,672.40				
	Bid No. RFQ-11-12-COC		FY 2017 PO Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15			123,672.40	551.75			
					31768	52.72	124,276.87			123,672.40	604.47			
			FY 2017 PO Issue (reissue PO67485)		32160	36,441.85	160,718.72			123,672.40	37,046.32			
		1,197.58	^contingency balance-->											
CP16F2	Fire Station #2 Design Bronson													
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104										
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase											
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00			103,324.00		$ 6,143.40	$ 75,350.09	n/a
	PO#67486/69348/69645													
	Bid No. RFQ-11-12-COC		CO#2		30996	9,992.00	113,316.00			113,316.00		$ 4,549.53		
			FY16 Liquidation			(37,965.91)	75,350.09			75,350.09				
	**to Council 9/27/16 to add $10,000 to contingency*		FY 17 PO Issue #69348	FY2017	31770	6,143.40	81,493.49			75,350.09	6,143.40			
			PO#69645		32092	3,775.00	85,268.49			75,350.09	9,918.40			
			CO#1 PO#69645		32264	774.53	86,043.02			75,350.09	10,692.93			
		5,174	^contingency balance-->											

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F1	Fire Station Dixon													
Op. Rev.		203,854.95	2/23/2016	2016-14										
Project Manager:		7,280.95	contingency authorized 5%											
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
		50,955.00	4/12/16 V.9											
	Vendor Name Architects Design Group PO#67682/69347		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00			145,619.00		$ 2,119.60	$ 121,018.40	n/a
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00			196,574.00				
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			199,174.00				
			PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			121,018.40				
			FY 17 PO Issue	FY2017	31769	2,119.60	123,138.00			121,018.40	2,119.60			
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->											
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services													
Op. Rev.		9,425,900.00	12/8/2015	2015-091										
Project Manager:		856,900.00	contingency authorized											
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name PETTICOTT-SCHMITT PO#67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 8,569,000.00		$ 2,196,343.40	$ 1,820,482.23	n/a
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00			1,820,482.23	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00			1,820,482.23	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00			1,820,482.23	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00			1,820,482.23	6,909,788.77			
		695,629	^contingency balance-->											
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager:		110,347.00	10% contingency authorized of $1,103,473											
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	n/a	1,103,473.00			$ -	$ 800,374.00	$ 220,050.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00		220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00		220,050.00	883,423.00				
			CO#1		29489	7,268.19	1,110,741.19		220,050.00	890,691.19				
			CO#2		30181	7,419.37	1,118,160.56		220,050.00	898,110.56				
			CO#3		30320	32,643.88	1,150,804.44		220,050.00	930,754.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00		220,050.00	800,374.00				
				FY2017	31997	130,380.44	1,150,804.44		220,050.00	800,374.00	130,380.44			
		63,016	^contingency balance-->											
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager:		444,500.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Brandes Design-Build. PO #67318/69608		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00	n/a	4,445,000.00				$ 875,143.30	$ 2,959,457.53
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41		4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91		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		2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		2,959,457.53	1,542,102.38		v	$ 798,358.61	
			*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		2,959,457.53	1,563,536.45		v	$ 8,814.92	
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		2,959,457.53	1,616,537.56		v	$ 67,969.77	
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09		2,959,457.53	1,639,570.56				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47		2,959,457.53	1,693,256.94		$ 13,917.45		
			*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12		2,959,457.53	1,702,174.59				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12		2,959,457.53	1,720,174.59				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32		2,959,457.53	913,826.79				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98		2,959,457.53	887,762.45				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83		2,959,457.53	875,143.30				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17		2,959,457.53	875,143.30	26,064.34			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980									
			PO# CH2M Hill (reissue PO#67455)											
		209,868	^contingency balance-->					v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1117	SCADA Support Hardware Integration Services														
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090											
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00								
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency												
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00	2,316,644.00				$ 244,575.44	$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	-	2,316,644.00					
					26634		(2,316,644.00)			-					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00	-	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	-	2,914,274.00					
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00	-	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	-	1,544,805.10					
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	-	1,544,805.10	1,369,468.90				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44		1,544,805.10	1,356,251.34				
	CH2M Hill Engineers, Inc. PO# 67261		FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00		1,544,805.10	1,356,251.34	13,217.56			
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00		1,544,805.10	1,356,251.34	244,737.56			
	CH2M Hill Engineers, Inc. PO# 67264														
		$ 144.40	^contingency balance-->												

Legislation Details (With Text)

File #:	17-219	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/9/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April FY 2017 EXPENSE Budget Tracking Worksheet.pdf April FY 2017 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2017
Agenda Date: May 23, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru April 30, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/24/17	001-1000-511.48-00	(51)	TXFR FOR COST INCREASE		1870
	001-1000-511.54-00	51			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
04/18/17	001-1100-512.42-00	(100)	ATTEND AN EXPO AT UCF TO RECRUIT CM OFFICE INTERN		2559
	001-1100-512.49-00	100			
1	Budget Amendments/Transfers		Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
02/28/17	001-1103-516.24-00	132	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-1103-516.27-00	2,400			
	001-1103-516.21-00	3,395			
	001-1103-516.22-00	3,765			
	001-1103-516.23-00	15,583			
	001-1103-516.12-00	50,066			
2	Budget Amendments/Transfers		Division 1103 Total	$75,341	
1510 - FINANCE UTILITY ACCOUNTNG					
02/14/17	001-1510-536.34-00	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
	001-1510-536.52-00	(240)	TXFR FUNDS TO COVER 12 MO RENEWAL OF PURCH ORDER		1787
	001-1510-536.44-00	240			
03/24/17	001-1510-536.12-00	(25,941)	MOVE A. HERNANDEZ SALARY EMPLOYEE ENTERED DROP		2259
	001-1510-536.13-00	25,941			
04/26/17	001-1510-536.34-00	(1,417)	TXFR FNDS TO EXPAND DESK IN BILLING FOR TWO CLERKS		2673
	001-1510-536.64-00	1,417			
4	Budget Amendments/Transfers		Division 1510 Total	$8,437	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR	534
	001-1600-513.64-00	10,050		
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17	586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR	973
	001-1600-513.64-00	6,000		
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.	1058
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN	1442
02/16/17	001-1600-513.49-00	154,021	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)	1791
	001-1600-585.73-00	9,928,054		
02/24/17	001-1600-513.52-00	(19,150)	TXFR NEW EOC GENERATOR	1871
	001-1600-513.46-02	(4,950)		
	001-1600-513.49-00	24,100		
03/28/17	001-1600-513.34-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY	2360
	001-1600-513.21-00	853		
	001-1600-513.24-00	1,117		
	001-1600-513.13-00	11,138		
04/11/17	001-1600-513.39-00	(62,000)	USE GEN FUND CONTINGENCY FOR COMP ANLSYS OF LE SVC	2498
	001-1600-513.31-00	62,000		
10	Budget Amendments/Transfers		Division 1600 Total 0,807,679	
2100 - POLICE ADMIN/OPERATIONS				
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT	174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS	703
	001-2100-521.52-00	10,080		
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION	881
	001-2100-521.68-10	1,795		
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT	973
	001-2100-521.52-00	(3,151)		
	001-2100-521.64-00	8,314		
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT	1178
	001-2100-521.64-00	1,474		
03/10/17	001-2100-521.52-00	(149)	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS	2064
03/20/17	001-2100-521.64-00	(11,281)	JAG GRAN BUDGETED IN WRNG ACCT. RECLASS TRANSACTNS	2168
	001-2100-521.64-00	(10,863)		
	001-2100-521.68-10	(1,795)		
	001-2100-521.52-00	(1,240)		
	001-2100-521.52-00	1,240		
	001-2100-521.68-10	1,795		
	001-2100-521.64-01	22,144		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/21/17	001-2100-521.64-00	4,378	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2100-521.52-00	12,296			
03/28/17	001-2100-521.64-00	(1,198)	COVER TASER AND TRAFFIC UNIT PURCH FOR JAG GRANT		2287
	001-2100-521.64-00	(85)			
	001-2100-521.64-01	1,283			
9	Budget Amendments/Transfers		Division 2100 Total	$18,541	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
03/10/17	001-2101-521.54-00	149	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/21/17	001-2101-521.64-00	(25,985)	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
3	Budget Amendments/Transfers		Division 2101 Total	($27,852)	
2132 - CODE ENFORCEMENT					
02/28/17	001-2132-524.47-00	25	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-2132-524.54-00	140			
	001-2132-524.52-00	400			
	001-2132-524.55-00	565			
	001-2132-524.40-00	750			
	001-2132-524.45-00	939			
	001-2132-524.52-30	1,550			
	001-2132-524.46-03	2,160			
	001-2132-524.41-00	2,340			
	001-2132-524.24-00	3,065			
	001-2132-524.49-00	3,500			
	001-2132-524.42-00	3,700			
	001-2132-524.27-00	4,800			
	001-2132-524.22-00	11,128			
	001-2132-524.21-00	11,780			
	001-2132-524.34-00	20,000			
	001-2132-524.23-00	39,146			
	001-2132-524.12-00	147,972			
03/21/17	001-2132-524.52-00	4,031	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2132-524.64-00	5,280			
04/13/17	001-2132-524.34-00	(5,000)	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES		2495
3	Budget Amendments/Transfers		Division 2132 Total	$258,271	
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
02/02/17	001-2200-522.52-00	(40)	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/02/17	001-2200-522.47-00	40	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552
2	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
1	Budget Amendments/Transfers		Division 2201 Total	($124,214)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
02/28/17	001-3200-515.12-00	(50,066)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-3200-515.23-00	(15,583)			
	001-3200-515.22-00	(3,765)			
	001-3200-515.21-00	(3,395)			
	001-3200-515.27-00	(2,400)			
	001-3200-515.24-00	(132)			
	001-3200-515.12-00	(147,972)	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-3200-515.23-00	(39,146)			
	001-3200-515.34-00	(20,000)			
	001-3200-515.21-00	(11,780)			
	001-3200-515.22-00	(11,128)			
	001-3200-515.27-00	(4,800)			
	001-3200-515.42-00	(3,700)			
	001-3200-515.49-00	(3,500)			
	001-3200-515.24-00	(3,065)			
	001-3200-515.41-00	(2,340)			
	001-3200-515.46-03	(2,160)			
	001-3200-515.52-30	(1,550)			
	001-3200-515.45-00	(939)			
	001-3200-515.40-00	(750)			
	001-3200-515.55-00	(565)			
	001-3200-515.52-00	(400)			
	001-3200-515.54-00	(140)			
	001-3200-515.47-00	(25)			
04/06/17	001-3200-515.49-00	3,000	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS		2417

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/13/17	001-3200-515.34-00	5,000	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES		2495
9	Budget Amendments/Transfers		Division 3200 Total	($141,691)	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
04/06/17	001-3205-559.48-00	(3,000)	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS		2417
2	Budget Amendments/Transfers		Division 3205 Total	($6,000)	
3290 - LEISURE SERVICES					
03/21/17	001-3290-574.34-00	(1,600)	TXFR TO COVER PURCHSE OF NEW BANQUET TABLES		2185
	001-3290-574.52-00	1,600			
1	Budget Amendments/Transfers		Division 3290 Total	$0	
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
02/28/17	001-3510-541.63-00	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
03/10/17	001-3510-541.52-00	(13,800)	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
04/11/17	001-3510-541.53-00	(38,545)	COVER PW PART OF PEACHTRE WATER MAIN IMPROVEMENTS		2496
	001-3510-541.63-00	38,545			
04/18/17	001-3510-541.53-00	(20,000)	COVER SHORTAGE DUE TO LIGHT POLE PURCHASES		2557
	001-3510-541.46-00	20,000			
6	Budget Amendments/Transfers		Division 3510 Total	$327,986	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
03/28/17	001-3520-572.52-00	(1,180)	TILLER P.O. WAS OP SUPPLY INSTEAD OF CAPITAL EQUP		2287
	001-3520-572.64-00	1,180			
2	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
02/14/17	001-3560-519.46-00	(4,313)	TXFR TO COVER CITY HALL TRACER ES SOFT LICENSE		1787
	001-3560-519.68-10	4,313			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
03/10/17	001-3580-519.46-00	13,800	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
2 Budget Amendments/Transfers			Division 3580 Total	$245,736	
61 Total Budget Amendments/Transfers			**GENERAL FUND**	**11,442,234**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
03/08/17	110-3230-559.39-00	(2,000)	XFR FOR ANTICIPATED SHORT IN LEGAL EXP FACADE GRANT		2026
	110-3230-559.31-01	2,000			
04/06/17	110-3230-559.39-00	(15,681)	TXFR TO COVER FINAL DESGN AND ENG OF HARRISON ST		2417
	110-3230-559.63-00	15,681			
4 Budget Amendments/Transfers			Division 3230 Total	($6,942)	
4 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
03/21/17	111-3230-559.45-00	36	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
	111-3230-559.55-00	1,480			
1 Budget Amendments/Transfers			Division 3230 Total	$1,516	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 3230 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
1 Budget Amendments/Transfers			Division 1600 Total	$359,680	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/24/17	301-3580-519.62-00	100,000	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
02/10/17	301-3580-519.62-00	(18,146)	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
	301-3580-519.62-00	(246)			
	301-3580-519.61-00	246			
	301-3580-519.61-00	18,146			
02/14/17	301-3580-519.62-00	(71,190)	TXFR FOR CARDNO TASK ORD FOR BRUNSON AND FIRE ST 2		1790
	301-3580-519.61-00	71,190			
5 Budget Amendments/Transfers			Division 3580 Total	$660,000	
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
04/18/17	421-1515-536.41-00	(1,000)	ADD FUNDS TO BEE REMOVAL SERVICES PO		2557
	421-1515-536.52-00	1,000			
2 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
02/14/17	421-4010-536.34-00	(8,437)	FNDS TO COVER REMAIN COST OF UTIL METER AUDIT		1788
	421-4010-581.91-01	8,437			
03/28/17	421-4010-536.39-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2361
	421-4010-536.21-00	853			
	421-4010-536.24-00	1,117			
	421-4010-536.13-00	11,138			
3 Budget Amendments/Transfers			Division 4010 Total	$479,454	
4020 - DYAL PLANT					
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV		1080
	421-4020-536.44-00	40,067			
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17		1215
	421-4020-536.44-00	100,167			
02/14/17	421-4020-536.63-00	47,233	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
03/28/17	421-4020-536.12-00	(49,000)	ADD FUNDS FOR DYAL OVRTIM TO COVER EMERG REPAIRS		2287
	421-4020-536.14-00	49,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 4020 Total	$47,233	
4025 - WATER FIELD OPERATIONS					
03/22/17	421-4025-536.46-00	(25,812)	WILSON ST GATE REPLACEMNT AT UTILITES COMPOUND		2208
	421-4025-536.63-00	25,812			
04/11/17	421-4025-536.46-00	(252,950)	FUND TASK ORD 2017-18 SCHOOL ST WTR MAIN WS17SS		2497
	421-4025-536.63-00	252,950			
2	Budget Amendments/Transfers		Division 4025 Total	$0	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-4055-536.63-00	15,400			
	421-4055-536.63-00	40,595			
	421-4055-536.63-00	42,100			
	421-4055-536.63-00	165,612			
	421-4055-536.63-00	244,882			
	421-4055-536.63-00	582,226			
	421-4055-536.63-00	1,872,357			
02/14/17	421-4055-536.63-00	(47,233)	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
3	Budget Amendments/Transfers		Division 4055 Total	$3,784,330	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
02/14/17	421-4120-536.46-00	(137)	FUNDS FOR PREVNT MAINT ON AERZEN BLOWERS AT SELLERS		1787
	421-4120-536.34-00	137			
04/18/17	421-4120-536.46-00	(9,500)	FUNDS TO COVER OVERTIME AT SELLERS PLANT		2557
	421-4120-536.52-00	(7,500)			
	421-4120-536.34-00	(6,500)			
	421-4120-536.31-00	(1,500)			
	421-4120-536.14-00	25,000			
6	Budget Amendments/Transfers		Division 4120 Total	$1,533,620	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/04/17	421-4125-536.63-00	400,000	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
04/11/17	421-4125-536.63-00	(77,900)	TXFR TO COVER REPAIRS FOR IDENTIFIED LIFT STATIONS		2499
	421-4125-536.63-00	(75,000)			
	421-4125-536.46-00	152,900			
3	Budget Amendments/Transfers		Division 4125 Total	$520,605	
23	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,365,242**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.		1216
	423-3570-538.63-00	55,332			
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.39-00	(83,332)			
	423-3570-538.63-00	83,332			
	423-3570-538.63-00	152,630			
	423-3570-538.63-00	169,668			
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279		1372
	423-3570-538.63-00	1,000			
02/10/17	423-3570-538.52-00	(100)	COVER A FUND SHORTAGE FOR NEW MOWER PURCHASE		1693
	423-3570-538.64-00	100			
02/14/17	423-3570-538.63-00	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
03/16/17	423-3570-538.39-00	(5,514)	SHORTAGE IN BUDGETED AMT FOR NEW TRACTOR PURCHSE		2133
	423-3570-538.64-00	5,514			
8	Budget Amendments/Transfers		Division 3570 Total	$213,820	
8	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$213,820**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

104 Transfers & Amendments between 10/1/2016 and 4/30/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS	**19,039,298**

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.

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/14/17	001-0000-381.91-21	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
02/16/17	001-0000-389.90-20	511,648	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-0000-389.99-50	705,427			
	001-0000-385.00-00	8,865,000			
02/28/17	001-0000-389.99-50	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
7 Budget Amendments/Transfers			Division 0000 Total	1,442,234	
7 Total Budget Amendments/Transfers			**GENERAL FUND**	**1,442,234**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
03/21/17	111-0000-338.00-00	1,516	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
1 Budget Amendments/Transfers			Division 0000 Total	$1,516	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1 Budget Amendments/Transfers			Division 0000 Total	$359,680	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1 Budget Amendments/Transfers			Division 0000 Total	$660,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/13/16	421-0000-389.99-50	2,796,910	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
3 Budget Amendments/Transfers			Division 0000 Total	$6,365,242	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,365,242**	
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
02/14/17	423-0000-389.99-50	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
2 Budget Amendments/Transfers			Division 0000 Total	$213,820	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$213,820**	
17 Transfers & Amendments between 10/1/2016 and 4/30/2017					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**19,039,298**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 5/9/2017

Legislation Details (With Text)

File #:	17-234	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/11/2017			**In control:**	City Council
On agenda:	5/23/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for April 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa April 2017 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2017
Agenda Date: May 23, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for April 2017.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of April, there were 502 usage encounters with a total of 183 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 123 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management									
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**10,790**	**644**	**501**	**143**	**497**	**341**	**546**	**1,095**	**418**	**84**		**1,818**	**2,078**	**629**	**700**	**6,008**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Jan-17	477	217	175	42	7	11	11	63	22	1	52	55	108	0	0	429
Feb-17	507	249	195	54	11	16	22	65	6	0	62	119	51	3	1	419
Mar-17	600	293	237	56	17	25	48	90	21	1	87	185	75	41	18	272
Apr-17	502	264	217	47	18	11	32	63	17	0	57	61	123	2	2	183
Total	**3,950**				**124**	**100**	**177**	**482**	**127**	**3**		**692**	**619**	**92**	**143**	**295**

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*