City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 8, 2018

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 18-168 Approve the Agenda for the Regular meeting of May 8, 2018, as presented or with amendments.

Attachments: 05-08-18.pdf

MINUTES:

II.2 18-169 Approve the Minutes for the District 1 Town Hall meeting of April 17, 2018, as written or with amendments.

Attachments: 04-17-18 District 1 Town Hall Meeting.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-165 Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS18WR. (Utilities Director)

Attachments: ASR 3-4-5-6 Instrumentation Proposal
CCI -Co-Op Agmt City of Palm Coast
CCI - Extension approval ltr from City of Palm Coast

VI. PUBLIC HEARINGS:

VI.1 18-167 Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)

Attachments: FY18-19 template-2
SF424_2_1-V2.14-3-18
Non-State-Cerifications 4-3-18
Action Plan Final hearing notice FL today proof of pub
CensusTracts
CocoaCRABoundaries

VII. COUNCIL BUSINESS:

VII.1 18-163 Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln. (Chief of Police)

Attachments: Lien Reduction Application.pdf
Staff Report.pdf
Affidavit for Cost Reimbursement.pdf

VIII. CITY BUSINESS:

VIII.1 18-125

Approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,665.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State Statute 932.7055(5) (a); To Approve a Resolution amending the FY2018 budget. (Chief of Police)

Attachments:
Budget Resolution FY 2018.docx
BAF-PD-Forfeiture Vehicle (5-8-18)~ Agenda 18-125 - FY18.pdf

VIII.2 18-171

Approve a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway; To Approve a Resolution Amending the FY2018 Budget; To Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services. (Utilities Director)

Attachments:
Interlocal Agreement. Pineda Causeway Pipe Project FINAL 4.25.18
Exhibit A - Map Melbourne & Cocoa Pineda Causeway Project
Scope of Work - Pineda Causeway Water Main Amended Design
Budget Resolution - Pineda Cswy- FY 2018
BAF-UT-JPA Pineda Cswy (5-8-18)~ Agenda 18-171 - FY18.pdf

VIII.3 18-173

Approval to refurbish Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council. (Fire Chief)

Attachments:
Budget Resolution FY 2018.docx
BAF-FD-Engine 30 (5-8-18)~Agenda 18-173 - FY18.pdf
fire truck CIP estimates.pdf

VIII.4 18-174

Approve a Resolution amending the FY 2018 budget for the purchase of unbudgeted capital a Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921. (Public Works Director)

Attachments:
Cocoa Stock Grapple Quote Sheet (002).pdf
KB20.pdf
Stock Grapple Chassis Specs.pdf
beck3921.pdf
Budget Resolution FY 2018.docx
BAF-PW-SW CLAW TRUCK (05-8-18)~Agenda 18-174 - FY18.pdf

MULTI-YEAR CONTRACTS:

VIII.5 18-161 Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm. (Utilities Director)

Attachments: Q-18-10-COC Final MEMO 2

Q-18-10-COC Tabulation Sheet

VIII.6 18-170 Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to issue a purchase order in the amount of $212,614.00 (Project SWO8PL)

Attachments: Alamanda & Montclair Pipe lining

London Blvd. 4-24-18 Pipe Lining Layne

Layne COI 4.25.18

Layne Contract 17-326 PO-Pricing

CIPP Award Information

Budget Resolution FY 2018.docx

BAF-PW-Pipe Lining (5-5-18)~ Agenda 18-170 - FY18.pdf

VIII.7 18-172 Approve the Terms and Budgetary Impact of a Multi-Year Contract with the City's Investment Advisor, Public Trust Advisors. (Interim Finance Director)

Attachments: Public Trust Advisors Contract.pdf

IX. INFORMATIONAL AGENDA:

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 #:	18-168	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/24/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 8, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-08-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2018
Agenda Date: Click here to enter a date.
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 8, 2018, 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 8, 2018, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: May 8, 2018	**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 8, 2018 (18-168)
2. Minutes: District 1 Town Hall Meeting of April 17, 2018 (18-169)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS18WR. (18-165). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (18-167). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln. (18-163). (Chief of Police)

VIII. CITY BUSINESS:

1. Approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,665.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State Statute 932.7055(5)(a); To Approve a Resolution amending the FY2018 budget. (18-125). (Chief of Police)

2. Approve a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway; To Approve a Resolution Amending the FY2018 Budget; To Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services. (18-171). (Utilities Director)

3. Approval to refurbish Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council. (18-173). (Fire Chief)

4. Approve a Resolution amending the FY 2018 Budget for the purchase of unbudgeted capital a Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921. (18-174). (Public Works Director)

MULTI-YEAR CONTRACTS:

5. Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm. (18-161). (Utilities Director)

6. Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to issue a purchase order in the amount of $212,614.00 (Project SWO8PL). (18-170). (Public Works Director)

7. Approve the Terms and Budgetary Impact of a Multi-Year contract with City's Investment Advisor, Public Trust Advisors. (18-172). (Interim Finance Director)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	18-169	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/24/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve the Minutes for the District 1 Town Hall meeting of April 17, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-17-18 District 1 Town Hall Meeting.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2018
Agenda Date: May 8, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the District 1 Town Hall meeting of April 17, 2018, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the District 1 Town Hall meeting of April 17, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
DISTRICT 1 TOWN HALL MEETING

April 17, 2018

The District 1 Town Hall Meeting was held on Tuesday, April 17, 2018 at the Harry T. Moore Center, 307 Blake Ave., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilman Clarence Whipple called the meeting to order at 6:07 pm. He provided the invocation and led the assembly in the Pledge of Allegiance.

Present:	Henry U. Parrish III	Mayor (arrived at 6:27pm)
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Clarence Whipple, Jr.	Councilman
	Brenda Warner	Councilwoman
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	John Titkanich, Jr.	City Manager

Other staff members present:

Ed Wegerif, Public Works Director; Jack Walsh, Utilities Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Karen Hamilton, Community Services Director; Lora Howell, Interim Finance Director; Tammy Gemmati, Administrative Services Director; Larry Lallo, Economic Development Manager; Samia Singleton, CRA Program Specialist; Mike Cantaloupe, Police Chief; and Samantha Senger, PR Specialist.

II. Discussion Topics

1. Department Presentations

Assistant City Manager Fuhrer introduced all Council members and all staff members present.

Chief Cantaloupe provided a brief update on the Police Department. He summarized the Crime Report from 2017 and stated that the crime rate is the lowest it has been in twenty years. He noted that there were no homicides reported

within the City of Cocoa in 2017 and there was a forty percent decrease in violent crime rates. He also provided a breakdown of the number of calls the Police Department received in 2017.

Chief Cantaloupe expressed that the Police Department could not do what they're doing without the help of the community. He thanked the citizens for reaching out to the Police Department and helping to keep their neighborhoods safe. Additionally, he mentioned that Code Enforcement is now located within the Police Department building which makes it easier for them to work together.

Chief Cantaloupe discussed the Disorderly Conduct ordinance that was enacted to help deter homeless people from panhandling at intersections and in medians.

He announced the creation of a new online program called the Community Camera Registration that allows the Police Department access to residential security cameras. He explained that this program will also allow residents and businesses an opportunity to provide information regarding private security cameras located throughout the city. Furthermore, he mentioned that Community Watch meetings are generally held every week in a different neighborhood and encouraged citizens to come out and attend. Lastly, he noted the various ways (besides the emergency line) to reach out to the Police Department.

Ms. Karen Hamilton provided updates in regards to the Community Services department. She mentioned the Sustainability Advisory Committee that was established in December. She also noted that there are fourteen new businesses that have opened in the District One area including Dollar General and Wawa.

Ms. Hamilton shared information regarding the Diamond Square CRA. She stated that the Diamond Square CRA is funding the new Community Garden that was donated by St. Mark's Church. The Diamond Square CRA also sponsors the Alliance for Neighborhood Restoration program.

She briefly discussed a few of the local housing projects taking place in the community. She stated that the Housing department has funded both housing repairs and demolitions of unsafe structures.

Ms. Tammy Gemmati discussed the upcoming Summer Youth program. She explained that this is a program put on by both the City of Cocoa and CareerSource Brevard. The program provides an opportunity for Cocoa High School students to work as interns at the City for a period of five weeks. These are paid positions and there are eleven spots available. She noted that applications are available now and are due no later than May 3rd.

Chief Gene Prince talked about storm preparedness. He noted the damages and potential damages that could have happened during hurricanes Matthew and Irma. He explained that staff partnered with Brevard County and spent countless hours trying to prepare for the storms. He explained the Fire Department's role in helping to assist with storms.

Chief Prince spoke briefly about fire inspections that the Fire Department conducts in order to enforce and maintain the fire code. This includes inspections of fire alarms, sprinklers, daycare facilities and more.

Furthermore, he mentioned the new fire stations that have been built or in the process of being finished. He stated that the Fire Department's goal is to be able to respond to an emergency call within four minutes. Chief Prince stated that they are in the process of establishing new response routes. He explained that response routes can vary depending on the type of call the Fire Department receives.

Mr. Jack Walsh provided a brief overview of the six divisions that form the Utilities Department. He shared that approximately three billion gallons of water have been pumped out so far this year and approximately seven billion gallons are pumped out annually. He noted the number of work orders that have been processed to date. He also shared the number of valve assessments completed on hydrants to date.

Mr. Walsh announced that citizens should expect to find a notice attached to their water bill in May. This notice is in regards to a missed testing site, however, the water is still safe and there will be information posted on the City's website.

Assistant City Manager Fuhrer announced that April is Water Conservation Month.

Mr. Ed Wegerif gave a brief overview of the Public Works department. He mentioned that the Harry T. Moore Center was a four hundred thousand dollar project that took place in 2017. Additionally, a three hundred thousand dollar baffle box was completed in the downtown area as well. Staff is currently working on the Riverfront Connector on S.R. 520. The Heart of Cocoa Meeting Room on Factory Street is also under construction.

Mr. Wegerif shared that five bids were submitted for the project on Stone Street, however, they all came in over the City's budget and so staff will need to reassess the project and new bids will need to be submitted within the budget. The middle portion of Fiske Boulevard, from Peachtree to Highland Street, will begin construction next fiscal year. It is under design now.

Ms. Marisol Lanza, 436 Satsuma Street, Cocoa, stated she lives in a flood zone and she has made complaints about a sinkhole on her property. In response, Mr. Wegerif asked her to speak with him separately after the meeting.

Assistant City Manager Fuhrer announced that there will be a Back to Summer event held at Provost Park on May 23rd.

Councilman Whipple stated that the City has been applying for grant funding for the establishment of the Leon and Jewel Collins African American Museum. He noted that he had heard that the City has secured fifty thousand dollars in grant funding. Furthermore, Assistant City Manager Fuhrer stated that the City is also trying to have the museum established as a Historical Site which will open the door for additional grant funding in the future.

Mr. Herb Hernandez, Cocoa Housing Authority, spoke briefly about a crime case that was reported to the Cocoa Police Department. He thanked the police for catching and arresting the suspects for illegal activity. Mr. Hernandez also noted a few of the various housing projects going on in Cocoa. He mentioned public housing apartments that are in the process of being revamped and that each apartment will receive seventy thousand dollars in renovations.

The meeting was opened to the public for comments and questions.

Ms. Kathy Hamilton-Brown, 306 Edinburgh Dr., Cocoa, has been a resident in Cocoa for seventeen years. She spoke in regards to Provost Park and the people that have been sleeping and selling drugs in the park. She stated that these people have taken the park away from the children and she would like to know what the City can do to put an end to it. In response, Assistant City Manager Fuhrer mentioned the Drop a Dime program and asked her to reach out to the Police Department. Ms. Hamilton-Brown stated that she has reached out to the Police Department but they do not respond fast enough. Assistant City Manager Fuhrer noted that there are other members in the community that have reached out to the Police Department about this issue as well. He asked Ms. Hamilton-Brown to speak with Chief Cantaloupe following the meeting so he can assist her with a plan to resolve the complaint.

Mr. Lorin Waters, 610 Blake Avenue, Cocoa, asked to speak about the relocation of the Joe Lee Smith Center. In response, Assistant City Manager Fuhrer stated that there is an upcoming meeting that will be held in May in regards to this topic and asked Mr. Waters to attend to share his concerns. Mr. Waters expressed his displeasure regarding the proposed relocation of the Joe Lee Smith Center. He asked that the City consider rebuilding the center where it is and not take history away from Diamond Square.

Ms. Lanza reiterated the same complaint regarding Provost Park. She asked that the City do something to eliminate the issues going on there so that the children may return to the park.

Ms. Connie Harvey, 29 Riverside Dr., Cocoa, talked about Florida being the leading state in drowning cases, especially involving children, in the nation. She mentioned the pool at the Joe Lee Smith Center where children take swimming lessons and asked that staff and Council consider the opportunities they may be taking from the children if they remove the pool.

Ms. Latoya Bell, 580 Chandler St., expressed her displeasure in the potential relocation of the Joe Lee Smith Center. She noted a location she thought may be appropriate.

Councilman Whipple addressed the audience and stated, for the record, that he was not “put” in office, but rather ran for office and won fairly. He spoke of influence and compassion for and in the community. He stated that the relocation of the Joe Lee Smith Center will not be his decision alone, but rather the people’s choice. He encouraged the public to attend Council meetings to speak their minds rather than blame him for their misfortunes.

Councilman Whipple thanked everyone for coming.

Councilwoman Warner expressed thanks to everyone for attending. She stated that she feels Councilman Whipple’s statement is right, and she encouraged everyone to feel free to reach out to any member of Council as Council represents the entire City and not just one district.

Councilman Boisvert and Deputy Mayor Blanco also thanked everyone for coming out and reiterated that they do not represent only their particular district, but the entire City as a whole.

Mayor Parrish thanked everyone for coming as well. He stated that he grew up in District One, on the other side of the railroad tracks, and attended Poinsett Middle School. He talked about the effects of the economic crash in 2008. He spoke briefly about the new Joe Lee Smith Center and the fact that regardless of everything else, the money has been freed up for a new center. He expressed that things can always be improved.

Additionally, he noted that if he wins the State seat Cocoa will have representation for the first time in approximately seventy-five years. He encouraged everyone to take control of their neighborhoods. Mayor Parrish expressed how proud he is of all of the improvements that have taken place over the years in the City.

In conclusion, Mayor Parrish thanked staff for all that they do and he thanked all of the citizens for attending the Town Hall meeting.

As there were no further questions or discussion to be held the meeting was adjourned.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:38 pm.**

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Henry U. Parrish III, Mayor

ATTEST:

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Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

Legislation Details (With Text)

File #:	18-165	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	4/20/2018		**In control:**	City Council	
On agenda:	5/8/2018		**Final action:**		
Title:	Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS18WR. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ASR 3-4-5-6 Instrumentation Proposal CCI -Co-Op Agmt City of Palm Coast CCI - Extension approval ltr from City of Palm Coast				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2018
Agenda Date: May 8, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services.

BACKGROUND:

The City of Cocoa supplies water to customers in its service area from both ground and surface water sources. The surface water source consists of the Taylor Creek Reservoir. The ground water sources consist of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells.

Public Water System (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. Three PWS wells have been serviced thus far from this contract. PWS Well evaluations/modifications/repairs/replacements were made to Wells 3, 23, & 25.

On January 16, 2018, the contract with City of Palm Coast was extended until April 27, 2019. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

City staff desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific task identified by City staff during the fiscal year as needed. The primary and typical services proposed to be conducted include the following:

- Mobilization/ Demobilization for 4 Wells (R-3, R-4, R-5 and R-6)
- ASR Well R-4 & R-5 Pump and Well Evaluation
- ASR Wells R-3, R-4, R-5 and R-6 Instrumentation
- ASR Wells R-4 and R-5 Power Supply Removal/Replacement

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$187,430
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018 and was extended until April 2, 2019.

RECOMMENDED MOTION:

To Approve Proposal by Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services.

CCI Connect Consulting, Inc.
Water Resource Consultants

Proposal

Date
4/9/2018

PROPOSAL TO:

City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922
Attn: David Fisher

CCI Project No.
200.06

City PO
TBD

Item	Description	Quantity	Unit Cost	Total
	City of Cocoa ASR Well Inspection, Repair, and Instrumentation **ASR Wells R-3, R-4, R-5, and R-6**			
Wellfield Services	Task 1 - Mobilization / Demobilization - 4 Wells	4	$ 2,500.00	$ 10,000.00
Wellfield Services	Task 2 - ASR Well R-4 & R-5 Pump and Well Evaluation Disconnect power, remove wellhead, remove and field inspect submersible well pump & motor; inspect column, bowl assembly, transport liquid end to pump shop for internal inspection; Conduct static borehole video (TV) survey; Re-install submersible well pump and motor, install stilling well for pressure transducer, flow test pump, conduct operational test of well pump, disinfect well with chlorine solution; Remove and refurbish discharge head - clean, sandblast, install new access port, prime and paint with epoxy paint; new gasket & SS bolt kits. - See cost note 6.	2	$ 21,975.00	$ 43,950.00
Wellfield Services	Task 3 - ASR Wells R-3, R-4, R-5 and R-6 Instrumentation Furnish and install the following components as per CH2M specification sheets and instrumentation drawings noted below: 1. One (1) Neptune TRICON/E3 Flow Transmitters (60366-200) 2. One (1) Waterpilot Model No: FMX21-19W82/0 Level Transmitter; (FMX21-AA211MGE65A+PRPSPW) - See cost note 5. 3. One (1) Rosemount 3051TG2A2B21AS5B4M4T1 Pressure Transmitter with Rosemount integral manifold 0306RT12AA11 4. One (1) Rosemount Contacting Conductivity Transmitter (5081-C-HT-20-60) with: 4.1. Endurance Retractable (402) Conductivity Sensor (402-13-31-60) 4.2. 1-1/4” Ball Valve Assembly (23765-00) 4.3. Pipe/Wall Mounting Bracket for Model 5081 (23820-00) 5. Four (4) - Edco SS65-036-2 Surge Suppressor 6. Site Electrical Work (Conduit, Wire, and Terminations) 7. Site Demolition Work (Removal of existing items as detailed on CH2M design documents) 8. Site Instrumentation Calibration/Certification (Flow, Pressure, Level, and Conductivity)	4	$ 31,680.00	$ 126,720.00
Wellfield Services	Task 4 - ASR Wells R-4 and R-5 Power Supply Remove and replace damaged power supply conduit	2	$ 3,380.00	$ 6,760.00

CCI Connect Consulting, Inc.
Water Resource Consultants

Proposal

Date
4/9/2018

PROPOSAL TO:

City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922
Attn: David Fisher

CCI Project No.
200.06

City PO
TBD

Item	Description	Quantity	Unit Cost	Total
	City of Cocoa ASR Well Inspection, Repair, and Instrumentation **ASR Wells R-3, R-4, R-5, and R-6**			
Notes:	1. No PLC/HMI programming has been included in this quotation. 2. Well and piping services provided by CCI. 3. Electrical services provided by Morrow Electric. 4. As-built documentation to be provided in PDF format. 5. Waterpilot Pressure Transducers furnished for 4 wells, only 2 will be installed at this time in R-4 & R-5. 6. Repair of existing pumps or purchase of new pumps, motors, pump column, power cable not included.			
Thank you for your business		**Total**		$ 187,430.00

19505 N.W. 184 Terrace High Springs, FL 32643
Phone: 386-473-7766
e-mail: drobertson@cciwater.com

CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to 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 force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to 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 force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The 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 Contract and that the Contractor 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 any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

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

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

By: X _____

Date: 4/20/2015

CONNECT CONSULTING, INC.

By: X Barbara J Butt
Authorized Corporate Officer

Date: 4-20-2015

ATTEST:

By: Virginia Smith
Virginia Smith, City Clerk

Date: 4/28/15

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

Date: 4/28/15

Approved by (Signature and date):

4/8/15
4/8/15
4/28/15
4/1/15

Responsible Department Director
City Finance
PCMD
City Attorney

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

01/16/2018

Mr. Gary E. Eichler, P.G.
Vice President
Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

RE: Letter Authorizing Contract Renewal
Professional Hydrogeological Services
Contract Name

RFQ-PW-U-15-12
Contract Reference

April 27, 2018
Contract Expiration

Dear Mr. Gary E. Eichler, P.G.,

The City of Palm Coast, Florida requests to renew your company's above referenced contract at the same original terms and conditions for one (1) year until ~~April 27, 2019~~. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me at the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

Letter Authorizing Contract Renewal

Professional Hydrogeological Services
Contract Name

RFQ-PW-U-15-12
Contract Reference

CITY OF PALM COAST

DocuSigned by:
Jim Landon
28EDD2ADE6A8496...
Signature

Jim Landon
Print Name

Jan 22, 2018 | 5:25 AM PST
Date

Connect Consulting, Inc.
(Company)

DocuSigned by:
Gary E. Eichler
0F0D4945337F435...
Signature

Gary E. Eichler
Print Name

Jan 20, 2018 | 5:08 AM PST
Date

Legislation Details (With Text)

File #:	18-167	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	4/23/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY18-19 template-2 SF424_2_1-V2.14-3-18 Non-State-Cerifications 4-3-18 Action Plan Final hearing notice FL today proof of pub CensusTracts CocoaCRABoundaries				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2018
Agenda Date: May 8, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $165,277 in Community Development Block Grant (CDBG) funds and $56,655 in HOME grant funds for Fiscal Year 2018/2019 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, 2018 and September 30, 2019.

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. The 30 day public comment period began April 5, 2018 and ends on May 8, 2018. To date, no comments have been received.

Projects were advertised with the approximate funding amounts of $165,277 for CDBG and $56,655 for HOME in accordance to Council's approved recommendations on February 27, 2018.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2018/2019

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 7,000
Central Brevard Sharing Center (*community kitchen)*	$ 12,000
Salvation Army *(domestic violence shelter meals)*	$ 5,791
HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:	
City-Code Enforcement Initiated Demolitions	$ 10,431
Housing Rehabilitation Program *(owner occupied rehab)*	
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 32,055
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$165,277**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2018/2019

Housing: CHDO/Housing Activity	$ 52,123
HOME Administration and Operational funds	$ 4,532
TOTAL HOME FUNDS:	**$ 56,655**

Staff is requesting Council hold the second and final public hearing on the proposed FY2018/2019 Action Plan; approve the plan for submission to HUD; 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 FY2018/2019

PREVIOUS ACTION:

Held Public Hearing on February 27, 2018, to obtain the views of citizens on housing and community development needs; approved recommendations on FY 2018/2019 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 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6225278&GUID=DF62E057-098F-4ED7-9380-04B4959764F2* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



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.

Uniform Relocation Act and 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, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant 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 Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant 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 plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan 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 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 CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having 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 (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018 [a period specified by the grantee 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.

In addition, 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 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 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 of Authorized Official Date

Mayor

Title

OPTIONAL Community Development Block Grant Certification

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 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 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 of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

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.

Subsidy layering -- 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 of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature of Authorized Official Date

_____

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

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.

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 Becky Holland, 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:

04/05/18

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 5th of April 2018, by Becky Holland who is personally known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: $185.08
Ad No: 0002835231
Customer No: BRE-6CI200

Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

AD#2835231, 4/5/2018
NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM
YEAR 2018/2019
CDBG & HOME ACTION PLAN PROPOSED
FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $165,277 in Community Development Block Grant (CDBG) Entitlement funds and $56,655 in HOME Investment Partnership funds for Program Year 2018-2019. 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 8, 2018 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 2018-2019 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 2018-2019 PUBLIC SERVICES:
Community Services Council (meals on wheels & seniors at lunch) $7,000
Central Brevard Sharing Center (community kitchen) $12,000
Salvation Army (meals in domestic violence shelter) $5,791

HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:
Housing Rehabilitation Program (owner-occupied rehab) $97,000
Community Services-Clearance (code enforcement initiated demolitions) $10,431

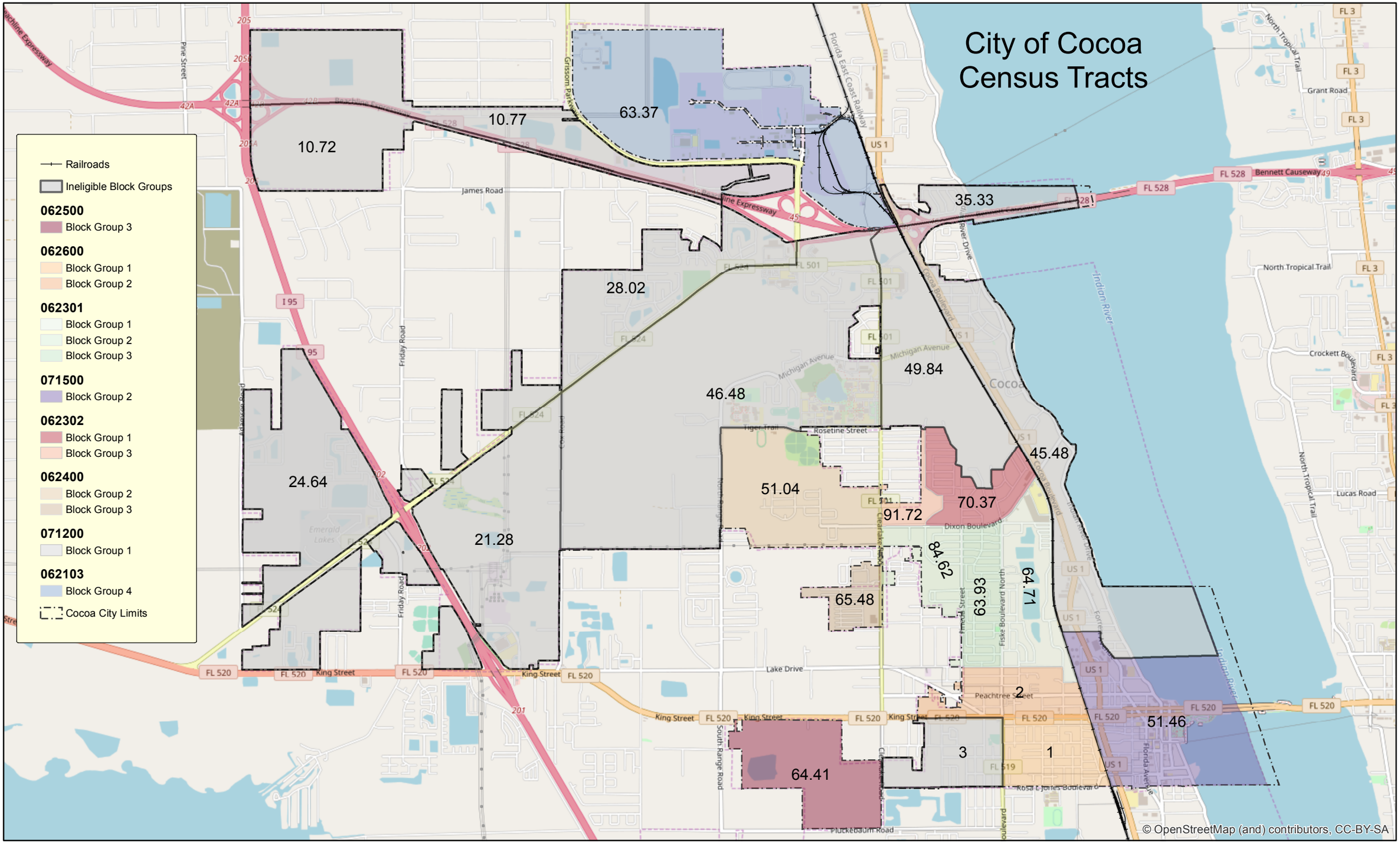
ADMINISTRATION:
CDBG Administration and Operational funds $32,055
Fair Housing Education & Outreach $1,000

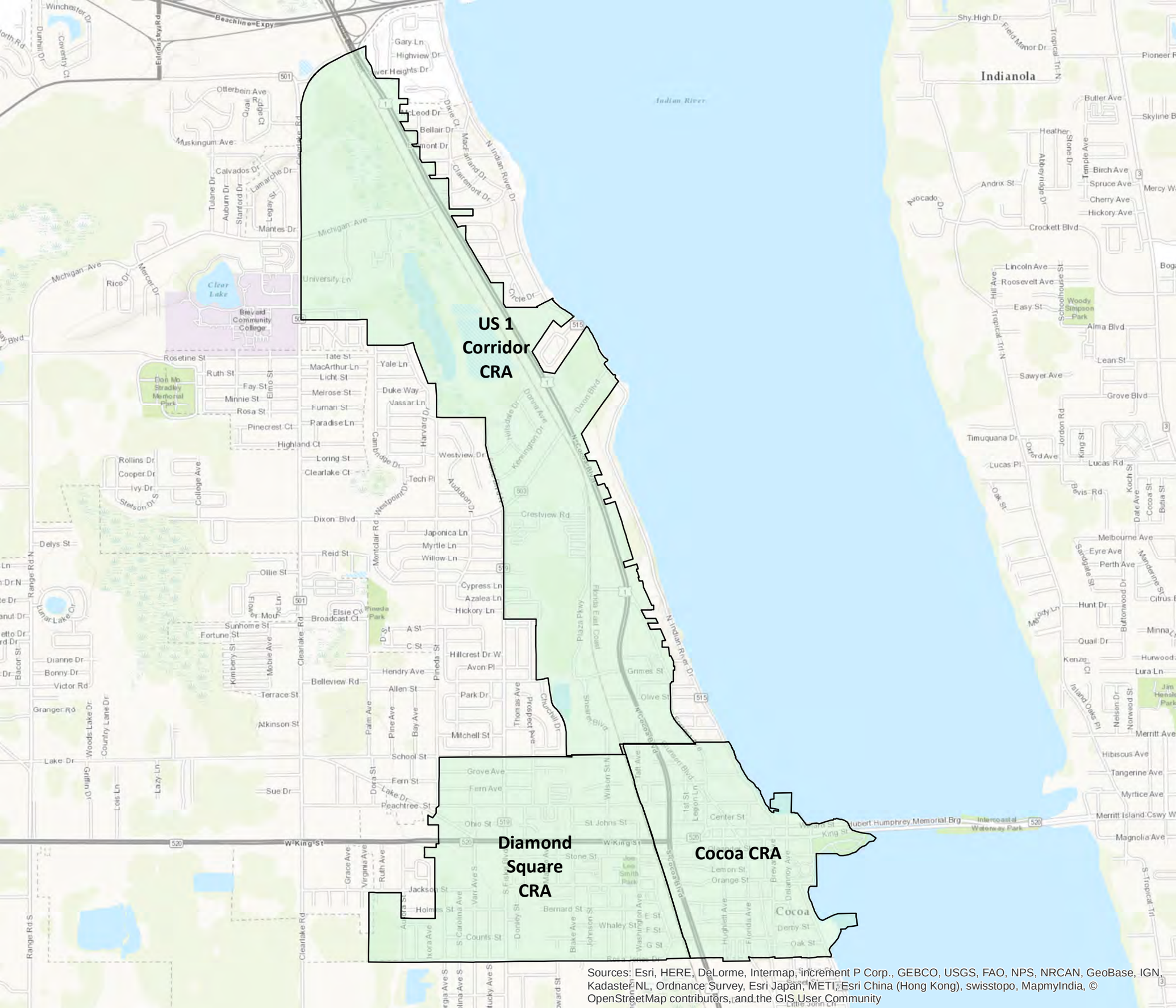
TOTAL CDBG FUNDS $165,277

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2018-2019
HOUSING:
CHDO/Housing Activity $52,123
HOME Administration and Operational funds $4,532

TOTAL HOME FUNDS $56,655

Copies of the City of Cocoa's 2018-2019 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 April 5, 2018. All citizens are invited and encouraged to make oral or written comments beginning April 5, 2018 through May 8, 2018 and to attend the final public hearing on May 8, 2018. 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 8, 2018


City of Cocoa
Census Tracts
Railroads
Ineligible Block Groups
062500
Block Group 3
062600
Block Group 1
Block Group 2
062301
Block Group 1
Block Group 2
Block Group 3
071500
Block Group 2
062302
Block Group 1
Block Group 3
062400
Block Group 2
Block Group 3
071200
Block Group 1
062103
Block Group 4
Cocoa City Limits
10.72
10.77
63.37
35.33
28.02
46.48
49.84
45.48
24.64
21.28
51.04
91.72
70.37
84.62
63.93
64.71
65.48
64.41
51.46
1
2
3
James Road
Michigan Avenue
Rosetine Street
Dixon Boulevard
Lake Drive
King Street
Peachtree Street
Plucketbaum Road
Rosa L Jones Boulevard
Bennett Causeway
North Tropical Trail
Grant Road
Crockett Boulevard
Lucas Road
Indian River
Cocoa
Friday Road
Pine Street
Florida East Coast Railway
Grissom Parkway
Cocoa Boulevard
Fiske Boulevard North
South Range Road
Florida Avenue
I 95
FL 520
FL 528
FL 501
FL 524
FL 519
US 1
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US 1
Corridor
CRA
Diamond
Square
CRA
Cocoa CRA
Indianola
Cocoa
Indian River
Clear Lake
Brevard Community College
Don Mo Stradley Memorial Park
Pineda Park
Woody Simpson Park
Hubert Humphrey Memorial Brg
Intercoastal Waterway Park
Beachline Expy
Michigan Ave
University Ln
Dixon Blvd
Crestview Rd
N Indian River Dr
W King St
Clearlake Rd
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Legislation Details (With Text)

File #:	18-163	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	4/20/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Staff Report.pdf Affidavit for Cost Reimbursement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2018
Agenda Date: May 8, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln.

BACKGROUND:

CASE# 15-473

The Code Enforcement Board held a public hearing on **June 18, 2015**, at which time the Board found the owner, **Innova Investment LLC**, in violation of the following:

Section 6-900 (b)(4) Maintenance of a Structure
Section 6-1003(f) Exterior Walls
Section 6-1003(h) Decorative Features

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **September 15, 2015** until compliance was achieved and documented on **February 9, 2018.** The lien is **$94,000** and the current owner, **Innova Investment LLC**, is requesting that the lien be reduced to **$1,000.**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **No**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **878 days** and the total amount of the lien is **$94,000.**
- The current market value of the subject property? The current market value is **$67,210** according the Brevard County Property Appraiser.
- Based on the above factors, staff recommended to the Code Board that the lien be reduced to **$9,400.**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image, and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on April 19, 2018, recommended that the lien be reduced to $4,500.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request, as recommended by the Code Board, in the amount $4,500 for the property located at 1205 Japonica Ln.

Application # CE - 15 - 473

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
MAR 22 2018
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 3/19/18

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Izaro Etxea, LLC

Name:

Mailing Address: PO Box 310686

City: Miami State: FL Zip Code: 33231

Phone #: 786-708-1242 Fax #:

Mobile #: 786-262-2003 E-mail: bravocamino@hotmail.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

4. **Information for property on which lien occurs:**

Street Address and Location: 1205 Japonica Ln Cocoa, FL 32922

Parcel ID:

2 4-3 6-2 9-2 5-3-8□□.□-□□□□.□□

Tax Account Number:

2 4 2 1 8 8 2

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: Same

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): _____

Date Fine or Lien Imposed: 4/29/2015 Amount of Fine: $100 per day

Have the violation(s) on the subject property been corrected: (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: 15-00000473

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

We were not notified of any violations prior to receiving a demolition order, which upon receipt we promptly began the permitting process and submission of plans for repairs to bring the property into compliance, which we were successfully able to complete within the alotted time as per the first life of the permit pulled given the extensive work that was required.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

We were not aware of any violations up until the dmeolition case was expeditiously opened and pursued by the city however, in record time we hired an engineer & presented plans obtained permits and completed all repairs. We strongly believe this case was unreasonably expedited into a demolition case without typical proper due process.

Amount you are requesting that the lien be reduced to: $1,000 processing fee

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

The property was completely remodeled beyond what was required by said violations and has been drastically improved in record time upon receiving permit approval.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Miami Dade. I, A. Nicolas Bhoud being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Aleksandar Simeonov
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20 day of March, 20 18

ALEKSANDAR SIMEONOV NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires November 12, 2019 No. FF 935758

CITY OF COCOA
*** CUSTOMER RECEIPT ***

Oper: COCOTIDE Type: OC Drawer: 1
Date: 3/26/18 01 Receipt no: 372467

	Year	Number		Amount
	2015	473		
CE		CODE ENFORCEMENT		$20.00

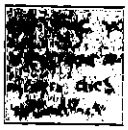
Tender detail		
CK CHECK	585	$20.00
Total tendered.		$20.00
Total payment		$20.00

Trans date: 3/26/18 Time: 11:11:19

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

Sponsored



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RE: 1205 Japonica - request for mitigation

People

Dennis Bunt <dbunt@cocoafl.org> Mar 16 at 4:06 PM

To Nicolas Bravo-Camino, Cameron White, Rachel Unruh

CC Jo Ann Crumpton, Ana O, Arturo Campos Barquin

This case shows as a fixed lien, so that means the case is closed at this time. It should have closed once the permits were finaled.

Case Number:	**15-00000473**
Address:	**1205 JAPONICA LN**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 3629253 8**
Status:	**Fixed Lien**
Date Reported:	**04/29/2015**
Case Status:	**Fixed Lien**
Case Type:	**Exterior Structure**
Default Inspector Name:	**Dail Echevarria, Jr.**
Meeting Case Number:	**1500000473**
Case Disposition:	**Public**

Case Number: **15-00000473** Address: **1205 JAPONICA LN**

Select from the list below the fees to be paid.

Fee	Charged	Paid	Due
The following fees are not elligible for online payment.			
Code Board Fine to Lien	$94000.00	$0.00	$94000.00

Dennis A. Bunt
Code Enforcement Manager
Cocoa Police Department
1226 W. King Street., Cocoa, FL 32922
Phone: (321) 433-8544
Cell: (321) 313-4636
dbunt@cocoapolice.com

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From: Nicolas Bravo-Camino <bravocamino@gmail.com>
Sent: Friday, March 16, 2018 3:57 PM
To: Cameron White <cwhite@southmilhausen.com>; Rachel Unruh <runruh@cocoafl.org>;

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000117016

Entity Name: IZARO ETXEA, LLC

Current Principal Place of Business:

1110 BRICKELL AVENUE
317
MIAMI, FL 33131

Current Mailing Address:

PO BOX 310686
MIAMI, FL 33231 US

FEI Number: APPLIED FOR

FILED
Jul 05, 2017
Secretary of State
CC3814938835

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ESTEVEZ, MATTHEW S
8603 SOUTH DIXIE HWY
SUITE 218
MIAMI, FL 33143 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGRM
Name	BRAVO, A. NICOLAS	Name	CAMPOS BARQUIN, ARTURO M
Address	1110 BRICKELL AVENUE, STE 317	Address	1160 MISSION STREET, STE 1914
City-State-Zip:	MIAMI FL 33131	City-State-Zip:	SAN FRANCISCO CA 94103

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: A. NICOLAS BRAVO MGR 07/05/2017

Electronic Signature of Signing Authorized Person(s) Detail — Date

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
IZARO ETXEA, LLC

Filing Information

Document Number	L12000117016
FEI/EIN Number	APPLIED FOR
Date Filed	09/13/2012
Effective Date	09/12/2012
State	FL
Status	ACTIVE

Principal Address

1110 BRICKELL AVENUE
317
MIAMI, FL 33131

Mailing Address

PO BOX 310686
MIAMI, FL 33231

Changed: 07/05/2017

Registered Agent Name & Address

ESTEVEZ, MATTHEW S
8603 South Dixie Hwy
Suite 218
MIAMI, FL 33143

Address Changed: 04/30/2015

Authorized Person(s) Detail

Name & Address

Title MGR

BRAVO, A. NICOLAS
1110 BRICKELL AVENUE, STE 317
MIAMI, FL 33131

Title MGRM

CAMPOS BARQUIN, ARTURO M
1160 MISSION STREET, STE 1914

1100 MISSION STREET, STE 1514
SAN FRANCISCO, CA 94103

Annual Reports

Report Year	Filed Date
2015	04/30/2015
2016	04/30/2016
2017	07/05/2017

Document Images

07/05/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
09/13/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CFN 2015127094, OR BK 7396 Page 1615, Recorded 06/26/2015 at 02:00 PM, Scott Ellis, Clerk of Courts, Brevard County

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY FLORIDA

STONECREST INCOME AND OPPORTUNITY FUND-I, LLC,

Plaintiffs,

vs.

THOMAS COATS, et al.,

Defendants.
_____/

CASE NO:05-2013-CA-035749-XXXX-XX

FILED IN TVL-CO CLERK OF CIR. CT. BREVARD CO. FL.
2015 JUN 26 A 8:40
SCOTT ELLIS

CORRECTIVE CERTIFICATE OF TITLE

THE UNDERSIGNED of the above-entitled Court certifies that he or she executed and filed a Certificate of Sale in this action on the 7th day of January, 2015 for the property described herein and that no objections to the sale have been filed within the time allowed for filing such objections. To wit, property located in Brevard County, Florida and more particularly described as follows:

Lot 8, Block 3, Pineridge Unit No. 2, according to the map or plat thereof, as recorded in Plat Book 12, Page(s) 29, of the Public Records of Brevard County, Florida.

Was Sold To: Innova Investment Group, LLC and Izaro Etxea, LLC, c/o South Milhausen, P.A., 1000 Legion Place, Suite 1200, Orlando, Florida 32801.

Witness my hand and seal of the Court on the 26th day of June, 2015.

Clerk of the Circuit Court

BY: N Lucas
Deputy Clerk

Copies to:
Cameron White
Tara Barrett
Thomas Coats
Dawn Marie Coats

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
April 19, 2018

LIEN REDUCTION REQUEST FOR
1205 Japonica Ln

CASE# 15-473

The Code Enforcement Board held a public hearing on **June 18, 2015**, at which time the Board found the owner, **Innova Investment LLC**, in violation of the following:

Section 6-900 (b)(4) Maintenance of a Structure
Section 6-1003(f) Exterior Walls
Section 6-1003(h) Decorative Features

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **September 15, 2015** until compliance was achieved and documented on **February 9, 2018.** The lien is **$94,000** and the current owner, **Innova Investment LLC**, is requesting that the lien be reduced to **$1,000.**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **No**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **878 days** and the total amount of the lien is **$94,000.**
- The current market value of the subject property? The current market value is **$67,210** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$9,400.**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Revised

Case#: CE-15-473 **Date: 4/9/2018**

Property Owner: Innova Investment Group Llc; Izaro Etxea Llc

Site Address: 1205 Japonia Ln

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	14	0.25	$25.16	$88.06
2	Code Manager	4	0.25	$38.64	$38.64
3					
				Total A1	$126.70

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	8	0.25	25.16	$201.28
2	Code Manager	8.75	0.25	38.64	$338.10
3					
				Total A2	$539.38

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15.25	$26.16	$398.94
2	City Attorney	Case Duties	6	$150.00	$900.00
3	Chief	Board Hearings	8.75	$59.81	$523.34
4					
5					
				Total A3	$1,822.28

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	637	$0.25	$159.25
2	Large Envelope	39	$0.64	$24.96
3	Standard Envelope	7	$0.08	$0.56
4	Color Photo Prints	25	$0.45	$11.25
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$228.84

C. Total Amount of Cost (A1+A2+A3+B): **$2,717.20**

Legislation Details (With Text)

File #:	18-125	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/2/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,665.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State Statute 932.7055(5) (a); To Approve a Resolution amending the FY2018 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.docx BAF-PD-Forfeiture Vehicle (5-8-18)~ Agenda 18-125 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2018
Agenda Date: May 8, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,666.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State statute 932.7055(5) (a). Also for council to approve a resolution amending the FY2018 budget..

BACKGROUND:

On November 10, 2017, the Florida League of Cities reimbursed the City of Cocoa $9,665.00 for the loss of a 2011 Nissan Altima which was in a traffic crash on 10/17/17. This was a vehicle which had been seized under the Florida Forfeiture and Contraband Act and the funds, in accordance with the Act, were returned to the forfeiture account once the vehicle was deemed to be a total loss.

The Police Department is requesting Council approval for the use of these funds to replace the vehicle with a similar type of vehicle, as we are down an unmarked car in our Special Investigations Unit. Purchase approval will allow the Fleet Manager to peruse for the best value for the City of Cocoa to replace the automobile. Purchase of the above vehicle is certified, approved and is consistent within the provisions under Florida State Statute 932.7055(5)(a), Disposition of Liens and Forfeited Property.

STRATEGIC PLAN CONNECTION:

Crime and Public Safety.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$9,666
Account Number	_141-0000-369.96-00
Account Name	_Police Forfeiture/Insurance Proceeds

Source of Funds:
____State Revolving Loan
_____ Other Loan Source:_
_____ Grant Source:_
_____ Bond:_
_____ Reserves Source:_
__X__ Transfer Acct #:_141-2100-521.64-00

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval to expend funds from the Police Forfeiture Account for the purchase of an unmarked vehicle for Special Investigations, and for the purchase price not to exceed $9,666.00. This use of Forfeiture Funds is deemed consistent and within the provisions of Florida State statute 932.7055(5) (a). Also for council to approve a resolution amending the FY2018 budget.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 04/02/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,666	141-0000-369.96-00		Other Misc. Rev/Insurance Refund/Proceed	$ 0	$ 0	$ 9,666	$ 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	$ 0
$ 9,666	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,666	141-2100-521.64-00		Law Enforcement/Machinery & Equipment	$ 0	$ 0	$ 9,666	$ 9,666
$ 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
$ 9,666	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment is being done in order that we may amend the budget to accept the revenue from insurance proceeds for the value of the vehicle ($9666) and to amend the budget in the expense account in order to be able to purchase a replacement vehicle.
Agenda 18-125

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/08/18 RESOLUTION #: 2018-027

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.

4/3/18	Susan Austin Digitally signed by Susan Austin Date: 2018.04.03 08:23:41 -04'00'	4/5/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.04.05 10:12:44 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/3/18	Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2018.04.03 14:50:15 -04'00'	4/5/18	Lora Howell Digitally signed by Lora Howell Date: 2018.04.05 10:59:16 -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 #:	18-171	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	City Business	
File created:	4/25/2018		**In control:**	City Council	
On agenda:	5/8/2018		**Final action:**		
Title:	Approve a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway; To Approve a Resolution Amending the FY2018 Budget; To Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interlocal Agreement. Pineda Causeway Pipe Project FINAL 4.25.18 Exhibit A - Map Melbourne & Cocoa Pineda Causeway Project Scope of Work - Pineda Causeway Water Main Amended Design Budget Resolution - Pineda Cswy- FY 2018 BAF-UT-JPA Pineda Cswy (5-8-18)~ Agenda 18-171 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2018
Agenda Date: May 8, 2018
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway; To Approve a Resolution Amending the FY2018 Budget; To Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services

BACKGROUND:

The City of Cocoa and the City of Melbourne have been in discussions to create a Joint Purchasing Agreement (JPA) to share costs associated with a resiliency project to add a subaqueous pipe crossing along the Pineda Causeway. Recent hurricane activities over the last two years have created challenges for the Utilities Department. The City of Melbourne had already started a feasibility study to look at adding a potable water transmission main crossing at the Pineda Causeway. The City of Cocoa and the City of Melbourne already have a potable water interconnect. With an opportunity at hand, Cocoa contacted Melbourne and together, the municipalities began exploring the possibility of installing parallel pipes to serve our respective service areas. Staff was given authorization by Council to sole source an expanded engineering feasibility study to determine

the impact, costs, and potential cost savings of a second transmission pipe. That study yielded favorable results with an estimated savings of $1.4 million dollars by sharing expenses among the two municipalities.

Staff worked closely with the City Attorney to create a joint agreement to share costs and protect our common and individual interests. Currently, the project is in design by Reiss Engineering and Staff has received a revised scope of work to include the Cocoa transmission main in the design, permitting, and bidding services. All of these engineering costs will be shared equally. The joint agreement discusses common costs to be shared equally and individual costs such as specific interconnects, valves and connections to the respective systems that will be identified in the design drawings and called out as separate bid items so they can be tracked and paid for separately during construction.

Since Melbourne started the project, and after discussion with our staff and the Melbourne staff, the Melbourne staff will take the lead role in the execution of this project with oversight and input from Cocoa staff as outlined in the JPA.

Funding for the design and bidding for the Pineda Causeway Project will be obtained from a capital project that has been delayed (WS0501) due to easement issues and will not start construction this fiscal year. Staff will return to Council once the design and the bidding are complete for additional funding for the construction of the project.

Staff along with the City Attorney recommend approval of this agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Partially
If not budgeted, is amendment/transfer attached?	Yes
Budgeted (Balance Remaining in Project)	
Amount Requested	$107,971
Account Number	421-4055-536.63-00, WS18MI
Account Name	Infrastructure
From	
Amount Requested	$819,760
Account Number	421-4055-536.63-00, WS0501
Account Name	Infrastructure
To	
Amount Requested	$819,760
Account Number	421-4055-536.63-00, WS18MI
Account Name	Infrastructure

Total Amount Requested for this Agreement: **Project WS18MI:** **$927,731**

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pine Causeway; to Approve a Resolution Amending the FY2018 Budget; To Approve Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services.

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND CITY OF MELBOURNE

(Pineda Causeway Pipeline Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2018, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "Cocoa") and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as the "Melbourne") and .

W I T N E S S E T H:

WHEREAS, Melbourne is a regional public water supplier within the southern portion of Brevard County with a service area located within and outside the boundaries of the city of Melbourne, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes; and

WHEREAS, Cocoa is a regional public water supplier within the central portion of Brevard County with a service area located within and outside the boundaries of the city of Cocoa, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes and chapter 57-1232, Laws of Florida; and

WHEREAS, Cocoa and Melbourne have common power to provide reliable potable water for the benefit of the public within their respective service areas; and

WHEREAS, Cocoa and Melbourne each have service areas located beachside which require them to deliver potable water from the mainland across the Indian and Banana Rivers; and

WHEREAS, Cocoa and Melbourne share a need to each install a sixteen inch (16") diameter water transmission line across the Pineda Causeway to serve the beachside within their respective service areas, and to improve the reliability of their water systems; and

WHEREAS, Cocoa and Melbourne desire to cooperate and coordinate together the design, permitting and installation of their respective water lines to run parallel across the Pineda Causeway in order share common costs to make the project more cost effective and efficient as more specifically set forth under this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163, 166 and 180, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the public health, safety and welfare;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for Cocoa and Melbourne to cooperate and coordinate the design, permitting and installation of two (2) parallel sixteen inch (16") diameter water transmission lines across the Pineda Causeway. Upon installation, each party will own and maintain their own water transmission line for the benefit of their customers within their respective service areas.

Section 3. Water Transmission Line Project. Cocoa and Melbourne agree to cooperate and coordinate the design, permitting and installation of two (2) parallel, sixteen inch (16") diameter water transmission lines across the Pineda Causeway (hereinafter referred to as the "Project"). Each party will own and maintain one of the water transmission lines installed under this Agreement. Melbourne shall be the lead agency on all aspects of the Project, and, in its sole discretion, may provide all appropriate and necessary contractors to complete the Project. The following terms and conditions are further assented to and agreed by the parties with respect to the Project:

3.1 Plans and Permits. Melbourne will be responsible for preparing all necessary engineering plans for the design of the Project, but Cocoa will have the right to provide comments on the engineering plans before Melbourne approves the plans. The plans for the sixteen inch (16") diameter water transmission line being designed for Cocoa shall be consistent with the City of Cocoa Utilities Handbook and the specifically, the most current version of the Cocoa's Technical Provisions and Standard Detail Sheet. Cocoa's comments will be considered in good faith and shall be incorporated into the plans to the extent reasonable and necessary to comply with Cocoa's Technical Provisions and Standards. Melbourne shall also be responsible for obtaining all required federal, state and local permits for the Project, and to the extent necessary by a permitting agency governing the Project, Cocoa shall be the permittee or co-permittee for its sixteen inch (16") diameter water transmission line. The Parties anticipate the following permits may be required to complete the Project: FDEP Specific Permit Construct PWS Components; FDEP Environmental Resources Permit; FDEP Sovereign Submerged Lands Easement; USACOE General Permit SAJ-14; FDOT ROW Permit;

and Brevard County PW ROW Permit. The Parties will evenly split the cost of permitting fees incurred for any joint or consolidated permit required for both Cocoa's and Melbourne's water transmission lines, and each party will be responsible for the entire amount of any permit fee related to a permit required solely for their own respective water transmission line. Additionally, Melbourne shall ensure that all aspects of the Project shall be constructed in accordance with the plans approved and permits received pursuant to this Agreement. Prior to commencing construction on the Project, Melbourne shall provide Cocoa with a copy of a complete set of final engineering plans and permits for the Project. During the design phase of the Project, Melbourne and Cocoa reserve the right to amend the proposed size diameter of their respective water transmission line to meet their needs.

3.2 Location of Cocoa's Water Line. One (1) sixteen inch (16") diameter water transmission line shall be designed, permitted and constructed by Melbourne for Cocoa's ownership, pursuant to the engineering plans. The water transmission line will commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1 and shall run south along Highway U.S. 1 to and across Pineda Causeway, then north to Cocoa's point of connection located near the intersection of Pineda Causeway and Highway U.S. A1A. A location map depicting the location of the water transmission line and connection points is attached hereto and incorporated herein by reference as **EXHIBIT "A."**

3.3 Construction Management. Melbourne shall be responsible for competitively bidding and contracting with the contractor required to construct the Project and install the two water transmission lines in accordance with applicable law and Melbourne's approved competitive bidding process. Melbourne shall provide

Cocoa written notice of any such competitive bid and Cocoa shall have the right to provide comments to Melbourne regarding any competitive bid under this Agreement before any bid is awarded to a contractor by Melbourne, provided such comments are timely provided within the award schedule established by Melbourne. Further, Melbourne shall be responsible for the construction management of the Project. Melbourne shall ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Melbourne shall keep Cocoa apprised of the construction of the Project. Cocoa and Melbourne shall cooperate with each other with respect to the construction management of the Project, and Cocoa shall have the right to participate in all Project progress meetings. Upon completion of the Project to the satisfaction of the parties, Melbourne shall transfer, or have its contractor transfer, to Cocoa, by bill of sale, title to the water transmission line free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Project.

3.4 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water transmission line under this Agreement must include hold harmless and indemnification provisions to protect Cocoa in a form acceptable to Cocoa. The construction contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Melbourne must submit draft contract language containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits

comments, Melbourne shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and sub-contracts as applicable. The construction contract language requirements set forth in this section will be in the bid documents prepared by Melbourne so that all bidders are apprised of this requirement prior to submitting a bid for the Project.

3.5 Ownership; Contractor Warranties. Cocoa agrees that upon completion of the construction of the Project to Cocoa's satisfaction, Cocoa shall, consistent with this Agreement, accept ownership of, and operation and maintenance responsibilities for, the sixteen inch (16") diameter water transmission line constructed in accordance with Section 3.2 of this Agreement. Melbourne shall accept ownership of and operation and maintenance responsibilities for the other sixteen inch (16") diameter water transmission line constructed under this Agreement. In addition, at such time that Cocoa accepts ownership, all construction warranties and/or performance and maintenance bonds provided by Melbourne's contractor for Cocoa's sixteen inch (16") diameter water transmission line shall be assigned and transferred to Cocoa.

3.6 Project Costs; Cocoa and Melbourne Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting and installation (materials and labor) of their respective sixteen inch (16") diameter water transmission line. However, the parties anticipate that they will be able to identify certain common costs and other economies of scale associated with the Project during the design, permitting and construction phase of the Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Project, to identify such common costs and economies of scale by mutual agreement, and said costs and economies of scale shall be reduced to writing

that will be signed by the City Managers of Melbourne and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the design phase of the Project, updated during the bidding phase, and finalized upon receiving the construction bids. Melbourne and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50% each). Any proposed change orders for the Project must be reviewed and approved by Cocoa and Melbourne in writing. Additionally with respect to change orders, in the event the Project contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Melbourne and the contractor via the change order process. If the requested change order requested by the contractor is specific to a portion of the Project solely related to either Melbourne or Cocoa's scope of work, then only the party, whose scope of work is affected, will pay for the change order. If the requested change order is related to the common shared portion of the Project, then Melbourne and Cocoa agree to share the cost of the change order.

3.7 Payment by Cocoa. Prior to Melbourne issuing a Notice to Proceed with the construction of the Project, Melbourne shall deliver a written invoice to Cocoa itemizing Cocoa's share of the Project costs as set forth in Section 3.6 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Melbourne of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Melbourne for its share of the Project costs stated in the accepted invoice. Melbourne will retain Cocoa's payment in escrow and shall only use said payment to pay Cocoa's Project costs. During the construction phase of

the Project, Melbourne and Cocoa will jointly review any progress payment requests made by the contractor and jointly sign off on the requests prior to Melbourne making payment to the contractor. Any Cocoa funds not expended by Melbourne due to any additional Project cost savings, if any, will be returned to Cocoa within thirty days of the Project being deemed complete by the parties. Melbourne shall be responsible for paying all contractors in full. Melbourne will likewise pay its share of Project costs.

3.8 Land Interests for Cocoa Water Transmission Line. Cocoa will be responsible for acquiring any land interests necessary to install its sixteen inch (16") diameter water transmission line that may not be covered by an FDOT right-of-way permit obtained pursuant to this Agreement. However, to the extent that Cocoa's water transmission line will be installed on land controlled and owned by Melbourne, Melbourne agrees to grant to Cocoa a perpetual easement to permit Cocoa's installation, operation and maintenance of the water transmission line. Additionally, to the extent that Melbourne's water transmission line will be installed on land controlled and owned by Cocoa, Cocoa agrees to grant to Melbourne a perpetual easement to permit Melbourne's installation, operation and maintenance of the water transmission line.

Section 4. Duty to Act in Good Faith. Melbourne and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Melbourne shall proceed with the design, permitting and installation of the Project as rapidly as is practical and feasible.

Section 5. Implementation and Other Documents. To the extent that the Melbourne City Attorney and Cocoa City Attorney determine that additional documents are required to be prepared and executed in order to effectuate this Agreement, the

Melbourne City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. Employee Status. Each party shall be responsible for their own employees, contractors and agents. Persons employed by Melbourne in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by the Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Melbourne.

Section 7. Indemnification; Attorney's Fees; Sovereign Immunity. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For MELBORUNE:

Public Works & Utilities Director
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7241 (Phone)
Ralph.Reigelsperger@mlbfl.org

With copy to the City Attorney:

Alison Dawley
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7000 (Phone)
Alison.dawley@mlbfl.org

For the COCOA:

Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (Phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Term; Entire Agreement. The term of this Agreement commences on the Effective Date set forth in Section 19 of this Agreement and shall remain in effect until the Project has been completed to the satisfaction of both parties or on September 30, 2023, whichever event occurs sooner. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect; Waiver; Time Extensions. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes

it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Cocoa and Melbourne Potable Water Service Areas. Cocoa and Melbourne agree to respect each other's potable water service areas and further agree not to use their sixteen inch (16") diameter water transmission lines installed pursuant to this Agreement to provide water to customers located within the other party's potable water service area without the other party's prior written consent. Nothing herein is intended to modify the boundaries of Cocoa's and Melbourne's existing water service areas.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Melbourne and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Melbourne and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Melbourne and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Melbourne and Cocoa.

Section 19. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Melbourne City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its _____ _____, 2018 regular meeting.

ATTEST:

_____
Cathleen A. Wysor, City Clerk

CITY OF MELBOURNE, FLORIDA

By: _____
Kathy Meehan, Mayor

As authorized for execution by the Melbourne City Council at its _____ _____, 2018 regular meeting.

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EXHIBIT "A"

Map – Proposed Location of Cocoa's Water Line

N

W E

S

0 1,500 3,000

Feet

LEGEND

Sending/Recieving Pit

1

- Melbourne/Cocoa
- Melbourne
- Cocoa

Connection Locations

- Melbourne
- Cocoa
- Interconnect

Installation Method (Melbourne)

- Directional Drill
- Open Cut
- Jack & Bore

Installation Method (Cocoa)

- Directional Drill
- Open Cut
- Jack & Bore

A-1 Section ID

CITY OF MELBOURNE
PINEDA CAUSEWAY WATER TRANSMISSION MAIN DESIGN

Method of Construction - Melbourne and Cocoa Combined

FIGURE 7

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Method of Construction Selection Figures\Method of Construction + Cocoa Pipe_V2.mxd

Pineda Causeway Water Transmission Main Design – Amendment No. 1
City Project No. 30315
April 6, 2018

Owner:	**City of Melbourne**
JPA Member:	**City of Cocoa**
Consultant:	**Reiss Engineering, Inc. (REI)**

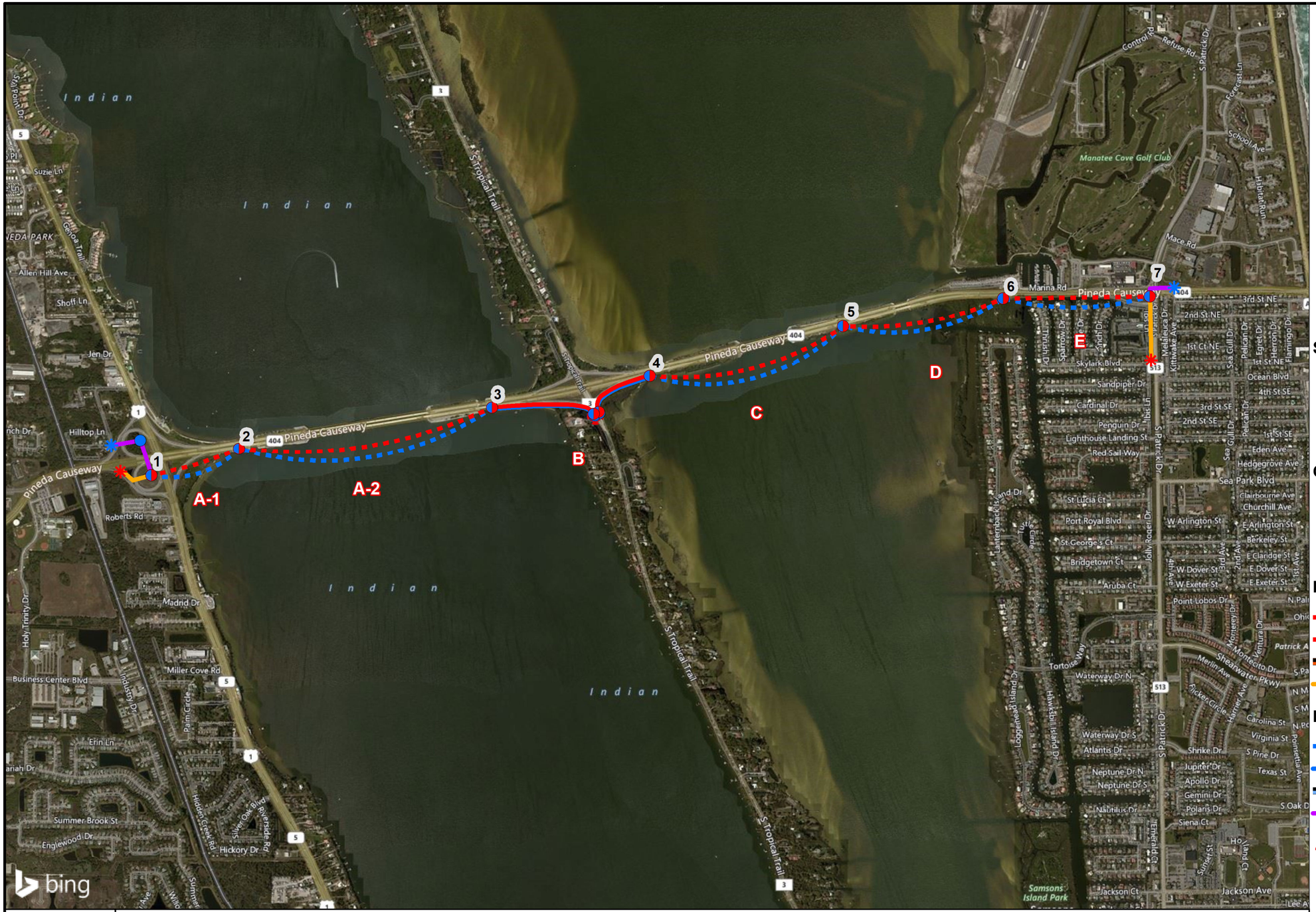
I. INTRODUCTION

The City of Melbourne's Pineda Causeway Water Transmission Main project is currently under design for the intent to construct a water transmission main across the Indian River, Merritt Island, and the Banana River near the Pineda Causeway which would provide hydraulic and water quality improvements to the City's distribution system.

In January 2017, Reiss Engineering, Inc. (REI) was selected to design Melbourne's water transmission main along the Pineda Causeway. REI is currently completing 30% design efforts including land and river surveying, geotechnical evaluation, connection point investigation, installation methods, and final routing selection. The 30% design is scheduled to be completed in April 2018.

In October 2017, REI was requested by the City of Cocoa to complete an impact study to document the impacts to Melbourne's water main project if a second water main (to be owned by the City of Cocoa) is added to the project. The City of Melbourne and the City of Cocoa have concurred on the results of the impact study and an inter-locality Joint Project Agreement (JPA) is being developed. In an effort to incorporate the City of Cocoa into the ongoing design activities once the JPA is executed, REI prepared this scope of services amendment to include administrative and technical services required to complete the Pineda Causeway Water Transmission Main Design Project (Project) with a second water transmission main included based on the scope of services described in the pages that follow.

This scope also includes additional land surveying services ecological investigation services, and geotechnical services for the City of Melbourne's water transmission main connection piping which extends outside of the original scope area. This scope also includes additional land surveying services ecological investigation services, geotechnical services, and design services for the City of Cocoa's water transmission main and connection piping as shown in **Exhibit A**.



N
W E
S

0 1,500 3,000
Feet

LEGEND

Sending/Recieving Pit

1 Melbourne/Cocoa

Cocoa

Melbourne

Connection Locations

Melbourne

Cocoa

Interconnect

Installation Method (Melbourne)

Directional Drill

Open Cut

Jack & Bore

Connection Piping (Open Cut/J&B)

Installation Method (Cocoa)

Directional Drill

Open Cut

Jack & Bore

Connection Piping (Open Cut/J&B)

A-1 Section ID

RE

EXHIBIT A
PINEDA CAUSEWAY WATER TRANSMISSION MAIN DESIGN
Proposed Location of Cocoa's Waterline

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Melbourne Cocoa - Exhibit A\Proposed Location of Cocoa's Waterline.mxd

II. SCOPE OF SERVICES

For the purposes of this scope of services, the City of Melbourne and the City of Cocoa will be referred to as Owners. The various tasks of this project are set forth in the following scope of services:

TASK 1.0 – PROJECT MANAGEMENT

General Project Administration - REI will perform additional general project coordination and management activities, as well as administrative activities and coordination with Owners' staff for this authorization. Additionally, REI will prepare invoices and submit progress reports for an additional 3 months to advise and highlight the overall progress of the design and permitting tasks, as well as identify completed, on-going, or pending project activities.

1.1 Scope Amendment Coordination Meeting - REI will prepare an agenda and attend a project kickoff meeting with Owners' staff to discuss the intentions, goals and expectations for this project amendment. The kickoff meeting will also include discussion of the project schedule, deliverables and major milestones review meeting frequency. REI will prepare meeting notes for distribution to attendees following the meeting.

1.2 Project Meetings and Progress Updates – REI will prepare and attend up to two (2) additional project meetings and one (1) periodic call with the Owners to discuss project's progress and the critical items required to maintain the schedule. REI will perform general project coordination and management activities between REI, the sub-consultants and the Owners for an additional three (3) months. REI will prepare progress reports and invoices to be submitted on a monthly basis, or as requested by the Owners for the duration of the project.

1.3 Public Meetings/Government Entities Coordination – No changes to original scope.

Task 1.0 Deliverables

- Project Management Plan – one (1) electronic copy (PDF)
- Kick-off Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Kick-off Meeting Minutes – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Project Progress Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Monthly Project Progress Meeting Minutes – electronic draft copy (MS Word); electronic final copy (PDF).
- Coordination Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Coordination Meeting Minutes – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Progress Report – one (1) electronic copy (PDF)
- Monthly Project Schedule – one (1) electronic copy (PDF)

TASK 2.0 – DESIGN SUPPORT SERVICES

The REI team will provide additional land surveying services, river surveying services, ecological investigation services, and geotechnical services for this project as outlined below. These services will be performed concurrently with **Task 3.0 – 30% Design**.

2.1 Ecological Investigation Services - The REI team will provide additional ecological investigations along the proposed connection piping construction corridors for both water transmission mains. The services generally include the following:

i. Perform an ecological investigation to identify existing wetlands and any threatened or endangered species within the connection piping construction corridors for both water transmission mains.

ii. Include the additional areas in the report documenting the ecological conditions present within the proposed construction corridor including recommendations for mitigation measures if necessary. If mitigation measures are required for permitting, a scope amendment for developing the mitigation plans will be submitted for approval.

2.2 Land Surveying Services - The REI team will provide services to complete additional land surveying requirements for the project. The services generally include the following:

i. Perform a topographic survey of the current proposed connection piping construction corridors and utility tie-in locations for preparation of the construction drawings. The topographic survey will include vertically and horizontally locating above ground improvements and features that are visible and readily identifiable.

ii. Determine right-of-ways and property boundaries through the proposed connection piping construction corridors utilizing FDOT right-of-way maps.

iii. Coordinate with Sunshine State One Call and perform additional utility designations for the proposed connection piping construction corridor. Existing underground utilities flagged by the respective utility owners or Owners personnel will be added to the survey.

iv. Horizontally and vertically locate existing utilities at the currently proposed water main tie-in points for both water mains using subsurface utility excavation (SUE) and add the information to the Surveyor's Report. An additional six (6) excavations are included for a total of 12 excavations. If SUEs are required along the water main route, a scope amendment will be submitted for approval.

v. Provide three (3) hard copies and one (1) electronic copy of the Surveyor's Report and survey in compliance with the current Standards of Practice for Surveying and Mapping.

2.3 Geotechnical Services - The REI team will provide geotechnical engineering investigations along the proposed construction corridor. The services will generally include the following:

i. Perform test borings with sampling at five (5) foot intervals to approximately 75 feet below the river bed at the beginning and ends of each HDD section. A total of eight (8) borings at this depth are included.

ii. Perform test borings with sampling at five (5) foot intervals located at approximately 1,000 foot intervals. A total of ten (10) borings at 140 foot depth are included.

iii. Based on the results of the initial boring information and variable soil conditions, perform test borings with sampling at five (5) foot intervals to a depth of 120 feet below the river bed located between the initial 1,000 foot interval borings (increase to 500 foot interval). A total of nine (9) borings at this depth are included.

iv. Develop technical criteria to include the following:

- Grainsize analyses of ten (10) samples for grain size distribution down to D10.
- Moisture content and unit dry weight for all samples.
- Specific gravity on solids for three (3) samples to obtain unit weight calculations.

v. Provide a laboratory testing data report that includes the soil boring logs with classifications and technical criteria data obtained.

2.4 River Surveying Services - The REI team will provide services to complete additional river survey data information based on the second water main. The services generally include the following:

i. Provide updated results of the previously completed survey in a report format and a scaled AutoCad drawing referencing project coordinates and elevations to overlay the data onto project drawings.

Task 2.0 Deliverables

- Memorandum of ecological findings – two (2) hard copies and one (1) electronic copy (PDF).
- Final land topographic survey drawings signed by registered land surveyor – one (1) hard copy and CAD files (original and PDF files).
- Updated final river topographic survey drawings findings reports based on the second water main route – two (2) hard copies and one (1) electronic copy (PDF).
- Subsurface utility locating drawings and data – one (1) hard copy and CAD files (original and PDF files).

TASK 3.0 – DESIGN SERVICES

The REI team will provide additional final design services for this project as outlined below.

3.1 30% Design

i. Review the method of construction. The REI team will review the information provided from **Task 2.0 – Design Support Services**, the above subtask items, and the method(s) of construction recommended in the Study with the Owners. One (1) additional alternate hybrid construction method will be evaluated for final Owner's staff input.

ii. Select the final method of construction selection. Based on the review of the method(s) of construction as part of the Task 3 subtask above, the REI team will select, based on Owners input, the final proposed method(s) of construction and provide a technical memorandum documenting the selection.

iii. Conduct an HDD alignment study. Anticipating that a portion or portions of the water main will be installed by the HDD method, the REI Team will review the following information:

- Information developed from the desktop geological study (see item i. of this subtask).
- Space requirements for entry and exit of HDD portions of the construction.
- FDOT criteria for protection of bridge structure foundations.

The REI team will then establish a proposed alignment for the HDD construction of the second water main and coordinate any final requirements for design support services.

iv. Add the second water main to the 30% design documents based on the results of the above subtask items. The REI team will prepare base sheet layouts including plan and profiles of the proposed water main and detail sheets for each HDD entry and exit areas.

v. Conduct 30% design document reviews with FDEP and USACE. The REI team will meet with FDEP and USACE to review the 30% design documents and drawings, obtain any initial regulatory agency comments on the 30% design, and confirm permit requirements and fees.

vi. Conduct 30% design document reviews with the Owners. The REI team will present the 30% documents at a meeting with the Owners. After a 21-day Owners review period, the REI team will have a follow-up meeting with the Owners to review Owners comments.

3.2 Preparation of 60 % Design Phase Documents – Once the Owners have approved the 30% design documents, the REI team will include the second water main in the preparation of 60% Design Phase documents as indicated below.

i. Include the second water main in the design and preparation of general drawings (cover, general notes and standard details) to a 60% completion level.

ii. Include the second water main in the design and preparation of civil drawings for the current water main, which will include plan and profile views, to a 60% completion level.

iii. Include the second water main in the preparation of Technical Specifications to a 60% completion level. Specifications affected include summary of work and sequence of construction specifications.

iv. An updated construction cost estimate for the project including the second water main will be provided under the original scope.

v. Attendance at a 60 % design phase document review meeting with the Owners will be completed as part of the original scope.

vi. Responding to Owners comments and outlining revisions to be made to the documents will be completed as part of the original scope.

3.3 Preparation of 90% Design Phase documents and 100% Construction Phase documents (For Bid) – The REI team will include the second water main in preparation of 90% Design Phase documents and 100% Construction Phase documents for bid (including the construction drawings, the technical specifications and the front end sections) for the water main as indicated below.

i. Design and prepare general drawings to a 90% completion level.

ii. Design and prepare civil drawings for the water main to a 90% completion level.

iii. Prepare a complete draft 90% set of Technical Specifications (Project Manual).

iv. Review the City's Division 1 specifications, General Conditions, Supplemental Conditions, and Instructions to Bidders documents. REI will discuss proposed revisions to the Division 1 specifications with the Owners and complete the modifications, recommend Supplemental Conditions if necessary, and recommend revisions to the Instructions to Bidders. REI will also prepare the Bid Form, submit a draft form to the Owners for review, and prepare a final Bid Form.

v. At the 90% design completion level, REI will assemble and submit contract documents to the Owners for review and comments.

vi. Prepare an updated construction cost estimate for the project. Estimates for major construction quantities will be provided.

vii. Attend a 90% Design Phase review meeting with the Owners. REI will provide the meeting agenda and a summary with action items resulting from the meeting.

viii. Respond to Owners comments and outline revisions to be made to the documents.

ix. Prepare 100% Construction Phase documents (For Bid) and deliver to the Owners.

Task 3.0 Deliverables

- Meeting with FDOT including meeting minutes (1 electronic PDF copy).
- Workshop with Owners staff.
- HDD Alignment Memorandum – one (1) hard copy and one (1) electronic copy (PDF).
- 30% design phase drawings with second water main. Draft – three (3) hard copies and electronic file (PDF); Final – one (1) hard copy and electronic file on CD (original file and PDF).
- 60% design phase documents with second water main including 24"x36" 60% design phase drawings. Final – up to five (5) hard copies and electronic file (PDF).
- 90% design phase documents with second water main including 24" x 36" 90% design phase drawings. Final – up to five (5) hard copies and electronic file (PDF).
- 100% construction phase documents with second water main including 24"x 36" "For Bid" design drawings. Final – up to five (5) hard copies and electronic file (PDF).
- Construction cost estimates with second water main at 30%, 60%, 90% and 100% design.
- Attendance at review meetings (30% design, 60% design, 90% design) and meeting summaries for the review meetings.

TASK 4.0 – PERMITTING SERVICES

Permitting services will be provided, exclusive of the payment of permit fees, to be paid by the Owners. The anticipated permit fee will be presented to the Owners for preparation of the payment. Based on the preliminary evaluation, the following services are anticipated:

4.1 Application Preparation and Submission: REI will prepare and submit required project related permit applications and supporting documentation with the second water main necessary to obtain the required permits for construction and operation of the project. The following permits are anticipated for this project:

- Florida Department of Environmental Protection (FDEP) "Application for a Specific Permit to Construct PWS Components"
- FDEP "Individual Statewide Environmental Resource Permit"
- FDEP "Sovereign Submerged Lands Public Easement"
- US Army Corps of Engineers "Regional General Permit SAJ-14, Subaqueous Utility And Transmission Lines In Florida"
- US Army Corps of Engineers "Regional General Permit SAJ-13, Aerial Transmission Lines In Florida"
- Florida Department of Transportation (FDOT) right-of-way permit "FDOT Utility Permit Form"

- Brevard County Public Works Department right-of-way permit application "Brevard County Right-of-Way/Easement Permit Application"

The original scope includes permitting the project through a single permit submittal and two (2) requests for additional information for each permit application. All other permits or additional permit fees are deemed as additional services.

TASK 5.0 – CONTRACTOR PRE-QUALIFICATION SERVICES

5.1 REI will obtain additional input from the City of Cocoa prior to the RFQ advertisement. It is assumed that the City of Melbourne will prepare the pre-qualification documents including questionnaire and handle the bidding process. It is assumed that the Owners will evaluate any additional pre-qualification criteria identified within the RFQ. It is assumed that services related to a Bid Protest for services related to technical criteria will be performed by the Owners.

TASK 6.0 – BIDDING SERVICES

REI will evaluate what the most economical delivery method is for the project prior to the bidding phase. For the purpose of this scope of services, it is assumed that a conventional bidding process will be implemented for the amended project.

6.1 Attendance at Pre-bid Conference: No changes to original scope.

6.2 Question Responses: REI will prepare additional narrative responses to questions submitted during the bidding process. All questions will be responded through REI prepared addendums to be distributed by the Owners to the listed plan holders.

6.3 Bid Review and Recommendations: No changes to original scope.

TASK 7.0 – ALLOWANCE

REI has included a $50,000 allowance for unforeseen items that may arise during permitting. REI will not perform any work under this task without prior written approval from the City. This task will be invoiced as a separate line item from the lump sum tasks contained herein and will reflect the specific items requested by the City.

III. COMPENSATION

For the professional services set forth in this Scope document, the City shall compensate Reiss Engineering, Inc. a lump sum fee for Tasks 1, 2, 3, 4, 5, and 6 on a percent completed basis and a on a not-to-exceed basis for Task 7 as shown below.

Task	Original Cost	Add'l Cost	Amended Cost
1 – PROJECT ADMINISTRATION	$ 59,355.00	$ 32,895.00	$ 92,250.00
2 – DESIGN SUPPORT SERVICES	$ 31,830.00	$ 7,010.00	$ 38,840.00
3 – DESIGN SERVICES	$ 532,136.00	$ 476,254.00	$ 1,008,390.00
4 – PERMITTING SERVICES	$ 49,170.00	$ 15,280.00	$ 64,450.00
5 – CONTRACTOR PRE-QUAL SERVICES	$ 14,390.00	$ 4,005.00	$ 18,395.00
6 – BIDDING SERVICES	$ 23,300.00	$ 8,145.00	$ 31,445.00
7 – ALLOWANCE	$ 0.00	$ 50,000.00	$ 50,000.00
Total Fixed Fee Cost	$ 710,181.00	$ 593,589.00	$ 1,303,770.00

For the professional services set forth in this Scope of Service, the City shall compensate Reiss Engineering, Inc. for expenses on a not-to-exceed fee basis for the following budgeted expenses as shown below.

Sub-Consultant	Original Budgeted Cost	Add'l Budgeted Cost	Amended Budgeted Cost
Atlantic Environmental Solutions Environmental Surveying Permitting Assistance	$ 74,325.00	$ 14,650.00	$ 88,975.00
Morgan & Associates Land Surveying Subsurface Utility Investigations Permitting Assistance	$ 110,200.00	$ 54,500.00	$ 164,700.00
Ocean Surveys, Inc. River Surveying	$ 83,140.00	$ 0.00	$ 83,140.00
Terracon Geotechnical Investigations	$ 195,420.00	$ 2,457.00	$ 197,877.00
Wekiva Engineering Structural Analysis and Design	$ 17,000.00	$ 0.00	$ 17,000.00
Total Budgeted Expense Cost	$ 480,085.00	$ 71,607.00	$ 551,692.00

The proposed additional fee for completion of this scope (both lump sum percent complete tasks and not-to-exceed expenses) is **$665,196.00** and the total proposed fee is $1,855,462.00.

IV. SCHEDULE

The schedule for the design efforts for this project is defined below:

Task	Original Months From NTP	Add'l Months	Amended Months from NTP
1 – PROJECT ADMINISTRATION	18	3	21
2 – DESIGN SUPPORT SERVICES	6	2	8
3 – DESIGN SERVICES	12	3	15
4 – PERMITTING SERVICES	15	3	18
5 – CONTRACTOR PRE-QUAL SERVICES	16	3	19
6 – BIDDING SERVICES	18	3	21

Schedule Notes:

- Schedule includes a minimum of 5 days for Owners Review of each deliverable. The schedule will be adjusted according to actual Owners review time.
- Schedule includes 30 days for obtaining permits after the design phase; however, permitting may require more time.
- REI will observe time limitations; however, should there be delays in receiving information from others and in obtaining subsequent authorization, approvals, and/or review comments from the Owners, the schedule will be updated and adjusted as mutually agreed upon by REI and the Owners. REI shall not be responsible for delays that occur as the result of action or inaction by others.

V. OWNERS RESPONSIBILITIES

The Owners will be responsible for the following:

1. Permit fees including but not limited to FDEP, USACE, and FDOT/Brevard County right-of-way permits.
2. Providing requested data including record or as-built drawings, specifications, equipment preferences, operating data and other requests identified during the project delivery.
3. Participating in technical reviews, meetings, workshops, and policy decisions as required.

VI. ADDITIONAL SERVICES

The following services are currently not included within this scope of services and can be provided with an amendment to this scope of work if necessary.

1. Wetland, listed species or river seagrass mitigation plans.
2. Title searches relating to property ownership and/or easements.
3. Subsurface utility excavations along the causeway.
4. Construction administration or management services.
5. Services not specifically included in the above scope of services.

ATTACHMENT A
Reiss Engineering, Inc.

CITY OF MELBOURNE
Pineda Causeway Water Main River Crossing Design
Addendum for City of Cocoa Water Main Addition

Total Fixed Fee Tasks

Task		Principal	QA/QC	Sr. Project Manager	Senior Engineer III	Senior Engineer I	Project Engineer II	Sr. CADD Designer	CADD Technician	Project Management Assistant	Admin II	Admin I	Total Hours	Total @ Billing Rate
		$ 285.00	$ 275.00	$ 185.00	$ 170.00	$ 140.00	$ 115.00	$ 140.00	$ 110.00	$ 90.00	$ 90.00	$ 65.00		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1	Project Administration	31	16	176	91	50	111	6	15	55	16	36	603	$ 92,250.00
2	Design Support Services	0	13	33	56	48	80	16	0	15	0	2	263	$ 38,840.00
3	Design Services	44	506	761	737	1091	1185	545	1406	785	0	0	7060	$ 1,008,390.00
4	Permitting Services	0	6	105	81	18	193	25	0	14	0	2	444	$ 64,450.00
5	Contractor Pre-Qualification	0	6	13	35	0	64	0	0	10	0	2	130	$ 18,395.00
6	Bidding Services	0	6	32	71	0	67	8	12	17	0	2	215	$ 31,445.00
	Total Hours	75	553	1120	1071	1207	1700	600	1433	896	16	44	8715	$ 1,253,770.00
7	Allowance													$ 50,000.00
	Total Fixed Fee													**$ 1,303,770.00**

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 04/25/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 819,760)	421-4055-536.63-00	WS0501	Infrastructure	$ 23,333,620	$ 23,652,980	$ 22,833,220	$ 18,583,290
$ 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
($ 819,760)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 819,760	421-4055-536.63-00	WS18MI	Infrastructure	$ 23,333,620	$ 22,725,980	$ 23,545,740	$ 19,511,021
$ 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
$ 819,760	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Recent hurricane activities over the last two years have created challenges for the Utilities Department. Staff worked closely with the City Attorney to create a joint agreement with the City of Melbourne. Additional funds are necessary to add a sub-aqueous pipe crossing along the Pineda Causeway through a Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne. The funding for the design and bidding of the Pineda Causeway Project will be obtained from a capital project that has been delayed (WS0501) due to easement issues and will not start construction this fiscal year. Agenda File ID #18-171

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/18 *RESOLUTION #:* 2018-028

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.

4/25/18	Norma Hernandez	4/26/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.04.26 09:00:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/25/18	John "Jack" Walsh	5/1/18	Lora Howell Digitally signed by Lora Howell Date: 2018.05.01 12:17:08 -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 9/20/17 - IT

Legislation Details (With Text)

File #:	18-173	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/27/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approval to refurbish Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.docx BAF-FD-Engine 30 (5-8-18)~Agenda 18-173 - FY18.pdf fire truck CIP estimates.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2018
Agenda Date: May 8, 2018
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval to refurbished Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council.

BACKGROUND:

The Fire Department currently has two reserve units to take the place of a front line fire units when repairs or maintenance is required. Both of the reserve units are engines (pumpers). There are times when the Department has both reserve units in service at one time. Current service records has the reserve units in service 30 percent of the time or just shy of 110 days of the year. One of the reserve units is a 2006 Pierce Enforcer pumper (E30) that has 98,706 actual miles on the unit, but has 19,926 hours on the motor. Each motor hour equals to 32 road miles which would equate to 637,632 miles on the motor. This unit has become less and less reliable as a reserve unit for the Fire Department fleet. The replacement cost for a new engine is estimated to be $465,900. The Fire and Fleet Departments are recommending that considering the newness of Fire's current frontline units, to refurbish E30 at a cost of $110,000 with a 10% contingency or $121,000 ("Established City Council Budget"). This will effectively extend the life of E30 by at least 7 years while saving 74% of the cost of

a new engine. While considering this item during the Fiscal Year 2019 CIP process it was decided to move forward with refurbishing this unit in the current fiscal year. As part of the refurbishing process the motor, transmission, brakes and electric system will be gone through. The lights will be converted to LED and the gauges, seats and tires will be replaced.

See the attached breakdown of the costs associated with this refurbishment, as multiple vendors will be used to obtain the best cost savings to the City. All procurement of these services will follow the Cities Purchasing Policy and Procedures, through the use of Sole Source Propriety for items 1-3 and obtaining quotes from various other vendors for items 4-5.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

Budgeted No

From:
Amount Requested: $121,000
Account Number: 001-0000-389.99-50
Account Name Fund Bal. (General Fund Reserves)

To:
Amount Requested: $121,000
Account Number: 001-2201-522.64-00
Account Name Machinery and Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to refurbished Engine 30 a 2006 Pierce Enforcer Pumper to extend the useful life of the unit and approve a resolution amending the FY2018 Budget, through the use of General Fund Reserves; Authorize the City Manager to contract with the lowest and best bidder for such services within the budget amount established and approved by the City Council.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2201 | DATE PREPARED: 04/26/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 121,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,585,949	$ 4,812,772	$ 4,933,772	$ 4,933,772
$ 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
$ 121,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 121,000	001-2201-522.64-00		MACHINERY AND EQUIPMENT	$ 76,600	$ 85,231	$ 206,231	$ 122,535
$ 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
$ 121,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Fire Departments Engine 30, a 2006 Pierce Enforcer pumper is 12 years old and has high operating hours from serving as a front line unit for 10 years. It is now a reserve unit. In FY21 this unit will be 15 years old. This transfer of funds is to refurbish Engine 30 which extend the useful life of the unit. Agenda 18-173.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/18 *RESOLUTION #:* 2018-030

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.

4/27/18	Joanne Soper (Digitally signed by Joanne Soper)	4/30/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.04.30 08:45:56 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/27/18	Gene Prince (Digitally signed by Gene Prince)	5/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.05.01 15:44:23 -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 9/20/17 - IT

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

Cocoa Fire Department Vehicle CIP
Summary:

- E30 – 2006 Pierce Enforcer Fire, Pump Rescue
  - Miles – 98,706 HOURS 19,926
  - CIP Points 12.9
  - CIP Date 9/02/2021
  - Repair & Maintenance cost LTD $69,036
  - Estimated Replacement Cost, $485,900

Under ideal budget condition, Fleets recommendation would be replace E31 at its CIP date and Refurbish E30. Under current budget constraints the next option would be to Refurbish E30 and defer E31

Estimated Cost of a primary Refurbishment -

1. Complete make over and modernization of the Cab interior - $18,500
2. Complete modernization of the emergency Lighting system - $11,000
3. Complete refurbishment of Haile Pump replace all valve of the Haile Pump this would include replacing and modernization of the Class 1 pump control system and engineers pump panel - $18,000
4. Complete repaint of exterior, includes body door replacements if needed $15,900
5. Complete overhaul of Power Train and driveline
   - 8.3l Cummins In- frame engine package - $9,900
   - 3000 Allison Transmission inspection - $3,900
   - Complete rear axle inspection and service - $1,800
   - Complete inspection and replacement front steering and suspension - $4,900
   - Complete service and replacement of braking system - $6,500

Items one thru three the Pierce Dealer Ten-8 Fire would handle the refurbishment of cab, chassis and Haile pump and fire emergency equipment this would be a (Sole Source). The paint and bodywork done by local Paint and Body Shops (Autohaus). The powertrain would be handle by the respective manufactures and Local venders. THE PROCUREMENT OF THESE SERVICES WOULD FOLLOW THE PURCHASING POLICY AND PROCEDURES

Legislation Details (With Text)

File #:	18-174	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/27/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve a Resolution amending the FY 2018 budget for the purchase of unbudgeted capital a Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Stock Grapple Quote Sheet (002).pdf KB20.pdf Stock Grapple Chassis Specs.pdf beck3921.pdf Budget Resolution FY 2018.docx BAF-PW-SW CLAW TRUCK (05-8-18)~Agenda 18-174 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2018
Agenda Date: May 8, 2018
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P. E, Public Works Director
Requested Action:
Approve a Budget Resolution Amending the FY2018 Budget and authorize issuance of a Purchase Order for the purchase of unbudgeted capital - One Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921

BACKGROUND:

The City of Cocoa Public Works Department is in need of an additional Claw Grapple Truck for roadside debris removal. The truck would be purchased through the Tallahassee Vehicle Contract #3921at a cost of$113,895. The Beck Auto Group of Palatka, Florida is the authorized contract dealer for this vehicle. The current 2006 Ford / Sterling Acterra grapple truck is showing signs of its age over the operational life of the Grapple. This truck worked 7 days straight over several weeks during both Hurricane Mathew and Irma in addition to its normal weekly operations. The truck was instrumental in storm restoration and cleanup, however suffered much downtime. The existing truck is not recommended for surplus, as the cab, chassis and power train are in good condition. After acquisition of a new Grapple Claw truck, it is recommended that the existing truck would go back to the grapple

manufacture Peterson Inc. in Fort Pearce for a complete overhaul of the grapple unit and dump body. The new truck would fill the primary use role, with the refurbished truck serving as a back-up. Two grapple trucks would give greater coverage in the event of a storm or natural disaster, providing a faster response in multiple areas of the city.

STRATEGIC PLAN CONNECTION:

Two Grapple claw trucks would increase the city's ability to respond to its citizens in the event of a natural disaster.

BUDGETARY IMPACT:

From:
Account Name: Infrastructure
Account Number: 423-3570-538.63-00 PW08CG
Amount Requested: $128,895

To:
Account Name: Machinery & Equipment
Account Number: 423-3570-538.64-00
Amount Requested: $113,895

Account Name: Repair and Maintenance
Account Number: 423-3570-538.46-03
Amount Requested: $15,000

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the FY2018 Budget and authorize issuance of a Purchase Order for the purchase of unbudgeted capital - One Pac Mac KB Grapple Loader with a 18 / 24 Dump Body on a 2018 Ford F750 Cab & Chassis 33,000 GVWR utilizing the Tallahassee Vehicle Contract #3921

QUOTE

BECK AUTO GROUP

436 Hwy 17, Palatka, FL 32217

DATE: April 27, 2018

To: Tony Jones
City of Cocoa

Tallahassee Vehicle Contract #3921

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921	AMOUNT
Ford 2018 F750 Cab & Chassis 33,000 GVWR	**$ 66,872.68**
Chassis in stock, Grapple Bodies are First Come-First Serve	
Subtotal	**$ 66,872.68**
AFTERMARKET	
Pac Mac KB 20 Grapple Loade with 18/24 Body	$ 51,895.00
	$ 118,767.68
PRICE CONCESSION	$ (7,200.00)
TALLAHASSEE PIGGY BACK FEE	$ 100.00
Contract Dealer Markup	$ 2,227.32
PURCHASE PRICE FOR VEHCILE	**$ 113,895.00**
SUBTOTAL	**$ 113,895.00**
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 113,895.00**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!
Please email PO's to: jr@beckfleet.com

PAC-MAC

KB-20 SERIES



KBF 20H with TKB-1824 Body



A FIVE-STAR RATING PLACES THE **KB-20 SERIES** IN A CLASS OF ITS OWN.

- ★ QUALITY
- ★ SAFETY
- ★ ECONOMICAL
- ★ USER-FRIENDLY
- ★ DURABILITY

CUSTOMER APPROVED

All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be constructed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

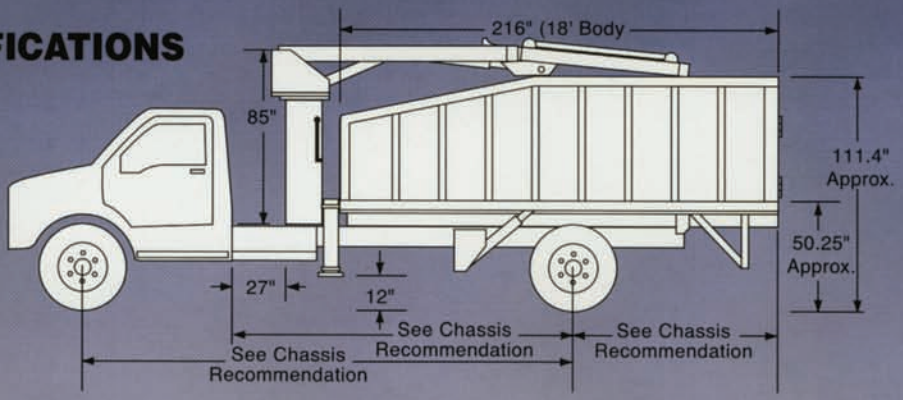
HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121 www.e-pac-mac.com

REFUSE AND RECYCLING EQUIPMENT

TECHNICAL DATA AND SPECIFICATIONS

GENERAL SPECIFICATIONS:

Height of boom to ground in lowest travel position ....11 ft.
Boom length (16 ft. with 4 ft. extension) .....20 ft.
Body length (fixed) .....16, 17, 18 ft.
(Optional boom lengths available)
Lifting capacity at 20 feet (with grapple) .....3300 lbs.
Weight of loader body and truck (empty).....22,500 lbs.
Outrigger extended.....12 ft.
retracted .....8 ft.
Body hoist capacity.....30,000 lbs.



BUCKET:

360° continuous rotation. Optional 270°
Width .....4 ft.
Fully open.....5 ft.
High strength tempered steel replaceable cutting edges

RECOMMENDED CHASSIS:

Cab to axle.....See Chassis Requirements
Front axle .....Minimum 12,000 lbs.
Rear axle.....Minimum 21,000 lbs.
GVW.....Minimum 33,000 lbs.
Engine.....Minimum 210 HP
Transmission .....automatic or manual
Frame .....1,500,000 RBM

BODY:

Length: .....18, 19, 20 ft.
Capacity: ..... 20, 24, 25, 30 cu. yds.
Tilt to 45° for dumping
Two heavy-duty "barn type" doors
Floor – 3/16 inch smooth steel plate
Sides – 10 gauge smooth steel plate



The **KB-20 Series** has been designed for easy operator access, easy service, easy maintenance and with the low initial cost, it makes this loader a great ECONOMICAL package.



A USER-FRIENDLY **KB-20 Series** truck body makes loading and unloading heavy, bulky materials easier. Two heavy-duty doors swing completely open for easy discharge. Also available is an optional scow (open back) type body.





QUALITY – The **KB-20 Series** boom hoses are protected from debris with no hoses exposed below the rotator. The boom is equipped with a continuous rotating grapple. The grapple is constructed with bolt-on heat-treated steel cutting edges. The edges are overlapping allowing the grapple to close completely. This is a distinct feature that puts this grapple in a *CLASS OF ITS OWN.*



SAFETY features include hydraulic hoses enclosed in a pedestal structure. For superior safety, the **KB-20 Series** features pilot operated check valves as an integral part of each boom and outrigger cylinders. Shown with optional pilot operated electronic joystick controls.



DURABILITY – The **KB-20 Series** truck body is equipped with twin telescopic dump cylinders, providing a 45-degree body tilt. The **KB-20 Series** offers a structurally sound, heavy-duty body that will stand the test of time.

DISTRIBUTED BY

PAC-MAC

All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be constructed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121 www.e-pac-mac.com

REFUSE AND RECYCLING EQUIPMENT

Beck Ford Lincoln
420 N. Palm Ave., Palatka, Florida, 321772508
Office: 386-328-8881

2017 F-750 Diesel, Regular Cab
Regular Cab Base(F7D)
Price Level: 750 **Quote ID:** STKGRPPLE

Selected Equipment & Specs

Dimensions

Exterior length: 419.0" * Cab to axle: 186.0" * Exterior width: 96.7" * Exterior height: 94.3" * Wheelbase: 260.0" * Front track: 83.8" * Rear track: 72.6" * Front legroom: 41.4" * Front headroom: 40.7" * Front hiproom: 67.6" * Front shoulder room: 68.0"

Powertrain

270hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection * Recommended fuel : diesel * federal * 6 speed automatic transmission with overdrive * Rear-wheel drive * Fuel Economy Cty: N/A * Fuel Economy Highway: N/A * 50.0 gal. rectangular Left front fuel tank * Fuel/water separator * Transmission PTO provision * Standard rear differential * Right mounted horizontal muffler * Right mounted horizontal tailpipe

Suspension/Handling

Front non-independent leaf spring suspension with anti-roll bar * Rear rigid axle leaf spring suspension * Hydraulic power-assist re-circulating ball Steering * Front and rear 22.5 x 8.25 wheels * 11.0R22.5 AS front and rear tires * Dual rear wheels * Rubber auxiliary rear springs

Body Exterior

2 doors * Driver and passenger folding door mirrors * Black door mirrors * Black bumpers * Side steps * Trailer harness * Clearcoat paint * Straight front bumper ends * Hood mounted grille * Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs

Convenience

Manual air conditioning * Cruise control with steering wheel controls * Manual front windows * Manual door locks * Manual tilt steering wheel * Front cupholders * Passenger visor mirror * Single air horn * Automatic gearshift steering column lever * Driver and passenger door bins

Seats and Trim

Seating capacity of 3 * Fixed driver seat * Fixed passenger seat * Bucket driver seat, two person bench passenger seat * Driver seat folding back * Low back seats * Driver seat air suspension * Driver seat with 4 way direction control, passenger seat with 2 way direction control * Manual fore/aft seats

Entertainment Features

AM/FM stereo radio * Auxiliary audio input * 4 speakers * Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Variable intermittent front windshield wipers * Light tinted windows * Front reading lights * Tachometer * Voltmeter * Oil pressure gauge * Trip computer * Trip odometer * RNDM

Safety and Security

4-wheel ABS brakes * Air brakes * Manual door locks

Dimensions

General Weights

Curb	10614 lbs.	Front curb weight	6714 lbs.
Rear curb weight	3901 lbs.	Front axle capacity	12000 lbs.
Rear axle capacity	21000 lbs.	Front spring rating	12000 lbs.
Rear spring rating	21000 lbs.	Front tire/wheel capacity	13220 lbs.
Rear tire/wheel capacity	23360 lbs.	Front GAWR	12000 lbs.
Rear GAWR	21000 lbs.	GVWR	33000 lbs.
GCWR	50000 lbs.		

Trailering Type

Harness	Yes

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Prepared for: Keith Stevenson, Lake County
By: john rossodivito **Date:** 04/07/2017

Selected Equipment & Specs (cont'd)

Fuel Tank type

Capacity	50 gal.

Front Frame

Height loaded	35 "	Height unloaded	37 "

Rear Frame

Height loaded	36 "	Height unloaded	38 "

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Compression
Injection	Diesel direct injection	Liters	6.7L
Orientation	Longitudinal	Recommended fuel	Diesel
Valves per cylinder	4	Valvetrain	OHV
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	270 HP @ 2,400 RPM	Torque	675 ft.-lb @ 1,600 RPM
Governed RPM	3200		

Alternator

Type	HD	Amps	200

Battery

Cold cranking amps	1800	Location	Forward right
Step	Yes	Type	Dual

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.85

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	Yes
Oil cooler	Regular duty	PTO provision	Yes

Drive Type

Type	Rear-wheel

Drive Axle

Ratio	6.5

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Selected Equipment & Specs (cont'd)

Exhaust

Material	Aluminized steel	System type	Single

Emissions

CARB	Federal

Engine Retarder

Type	Yes

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	Air brakes		

Suspension Control

Ride	Regular

Front Suspension

Independence	Non-independent	Type	Leaf
Anti-roll bar	Regular		

Front Spring

Type	Tapered leaf	Grade	Regular

Front Shocks

Type	Regular

Rear Suspension

Independence	Rigid axle	Type	Leaf

Rear Spring

Type	Multi-leaf	Grade	Regular
Auxiliary	Rubber		

Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	22.5"	Width	8.25"

Rear Wheels

Diameter	22.5"	Width	8.25"
Dual	Yes		

Front Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	H
RPM	497		

Rear Tires

Aspect	82	Diameter	22.5"

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Selected Equipment & Specs (cont'd)

Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	496		

Wheels

Front track	83.8"	Rear track	72.6"
Turning radius (to curb)	34'	Turning radius (to bumper)	35'
Wheelbase	260.0"		

Body Features

Front splash guards	Yes	Body material	Composite/galvanized steel
Side steps	Yes		

Body Doors

Door count	2

Exterior Dimensions

Length	419.0"	Body width	96.7"
Body height	94.3"	Cab to axle	186.0"
Axle to end of frame	120.0"	Frame section modulus	14.2cu.in.
Frame yield strength (psi)	120000.0	Frame rail depth	10.1"
Frame rail width	3.6"	Frame rail thickness	0.3"
Max RBM (in.-lbs.)	1780800.0	Frame rail section	9.5"
Front bumper to Front axle	39.0"	Nominal RBM (in.-lbs.)	1701600.0

Seating

Passenger Capacity

Capacity	3

Driver Seat

Type	Bucket	Back	Folding
Back type	Low	Suspension	Air
Way direction control	4	Fore/aft	Manual

Passenger Seat

Type	Two person bench	Back type	Low
Way direction control	2	Fore/aft	Manual

Front Seat Trim

Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual

Audio System

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio grade	Regular	Seek-scan	Yes

Audio Speakers

Speaker type	Regular	Speakers	4

Audio Antenna

Type	Fixed

Cruise Control

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Selected Equipment & Specs (cont'd)

Cruise control ..... With steering wheel controls

Convenience Features

12V DC power outlet 2
Horn ..... Single air

Door Lock Activation

Type ..... Manual

Instrumentation Type

Display ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Engine temperature ..... Yes
Transmission fluid temp ..... Yes
Primary air pressure ..... Yes
Oil pressure ..... Yes
Voltmeter ..... Yes
Engine hour meter ..... Yes

Instrumentation Warnings

Battery ..... Yes
Key ..... Yes
Brake fluid ..... Yes
Lights on ..... Yes
Service interval ..... Yes
Transmission fluid temp ..... Yes

Instrumentation Displays

Clock ..... In-radio display

Instrumentation Feature

Trip computer ..... Yes
Shift indicator ..... RNDM
Trip odometer ..... Yes

Steering Wheel Type

Material ..... Urethane
Tilting ..... Manual

Front Side Windows

Window 1st row activation ..... Manual

Window Features

Tinted ..... Light

Front Windshield

Wiper ..... Variable intermittent

Rear Windshield

Window ..... Fixed

Automatic Gearshift

Location ..... Steering column lever

Interior

Passenger Visor

Mirror ..... Yes

Headliner

Coverage ..... Full
Material ..... Cloth

Floor Trim

Coverage ..... Full
Covering ..... Vinyl/rubber

Trim Feature

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Selected Equipment & Specs (cont'd)

Gear shift knob ..... Urethane

Lighting

Dome light type ..... Delay
Variable IP lighting ..... Yes
Front reading ..... Yes

Storage

Driver door bin ..... Yes
Glove box ..... Yes
Dashboard ..... Yes
Front Beverage holder(s) ..... Yes
Passenger door bin ..... Yes

Legroom

Front ..... 41.4"

Headroom

Front ..... 40.7"

Hip Room

Front ..... 67.6"

Shoulder Room

Front ..... 68.0"

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Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	Unlimited miles	Months	24 months

Powertrain

Distance	Unlimited miles	Months	24 months

Corrosion Perforation

Distance	Unlimited miles	Months	36 months

Roadside Assistance

Distance	Unlimited miles	Months	24 months

Diesel Engine

Distance	250000 miles	Months	60 months

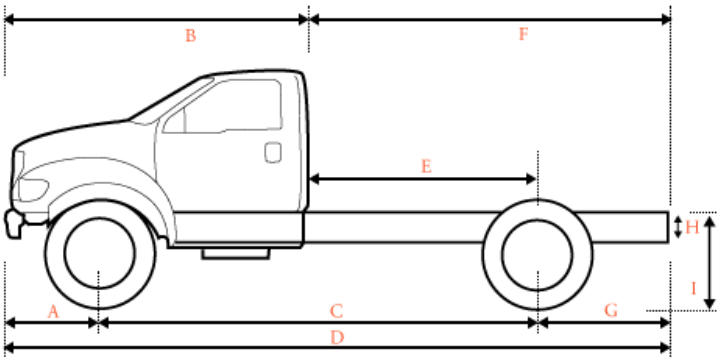
Transmission

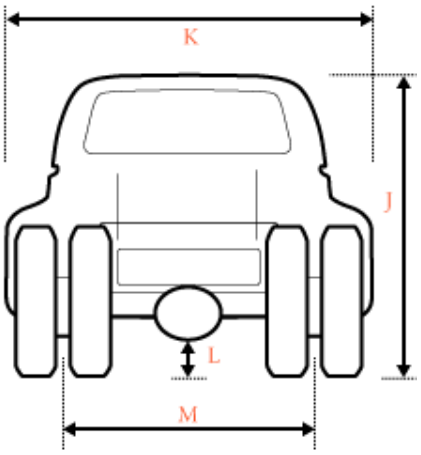
Distance	250000 miles	Months	60 months

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Performance

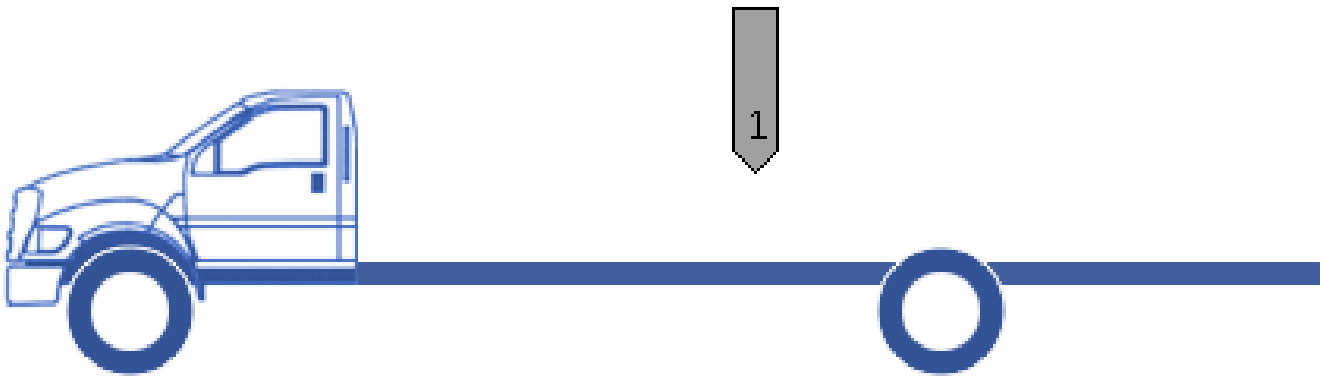
Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	260.00 in.
D	Overall Length (OAL)	419.00 in.
E	Back of Cab to Rear Axle (CA)	186.00 in.
F	Back of Cab to End of Frame	306.00 in.
G	Rear Axle to End of Frame (AF)	120.00 in.
H	Frame Section Height	10.10 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.30 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.



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Performance (cont'd)

Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	6,714 lbs	3,901 lbs	10,615 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max. Payload)	5,086 lbs	16,999 lbs	22,085 lbs
TOTAL	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**
Wheels/Tires	13,220 lbs	23,360 lbs	
Suspension	12,000 lbs	21,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** *Park Pawl. Shift indicator will display* **RNDM.**

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	22.62 %
Start grade capability in reverse	3.13	15.00 %	17.81 %

Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	7.08 %
Maximum grade in 5th gear	0.86	3.00 %	5.29 %
Maximum grade in 6th gear	0.67	3.00 %	4.15 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	88 mph
To meet your requirement you need a maximum axle ratio of 7.66		
Top Speed on 3.0% grade	55 mph	
To meet your requirement you need a maximum of 197 hp		
Cruise Speed	60 mph	64 mph
Engine RPM at desired cruise speed		2,173 rpm

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Performance (cont'd)

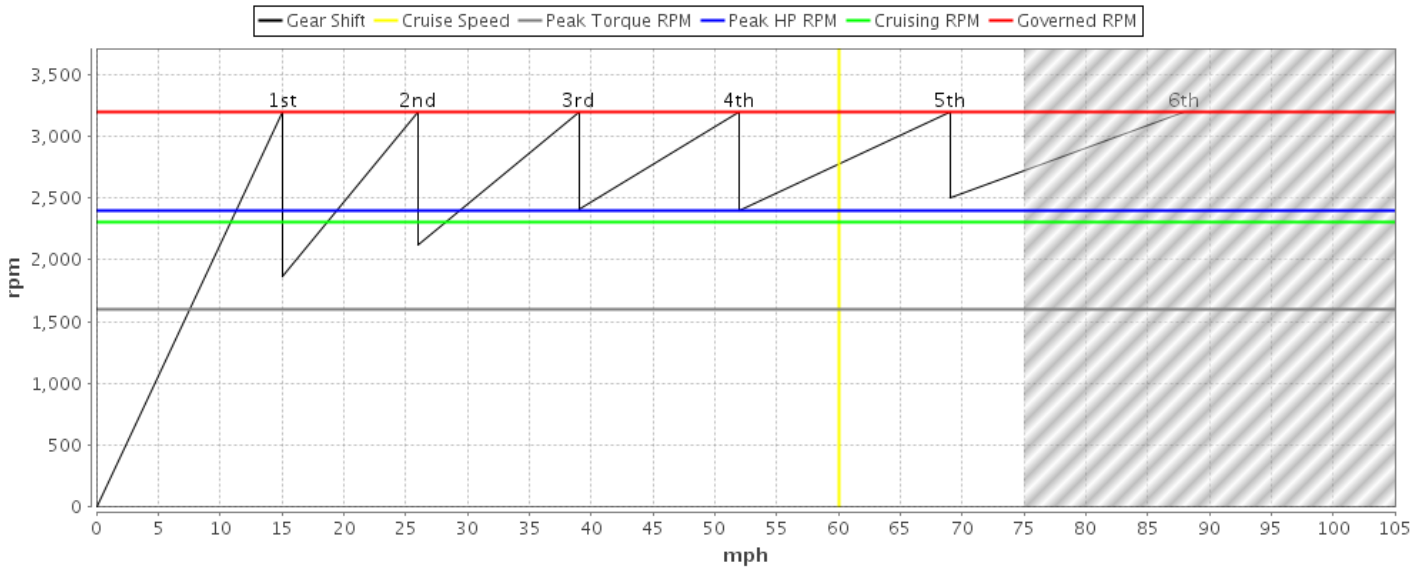
Variables in Use

Rear axle ratio:	6.50/6.50
Tire size:	11R22.5 (496 rev/mile)
Gross Vehicle Weight (GVW):	33,000 lbs
Clutch engagement torque:	337 ft.lbs.
Torque conversion ratio:	1.85
Peak engine torque:	675 ft.lbs.
Engine Power:	270 hp @ 2,400 rpm
Governed RPM:	3,200 rpm
Frontal Area:	57.28 Sq.Ft.
Cruising RPM	2,300 rpm
Worst road surface	Typical Highway
Final Drive Ratio:	0.67
Drag Coefficient	0.80

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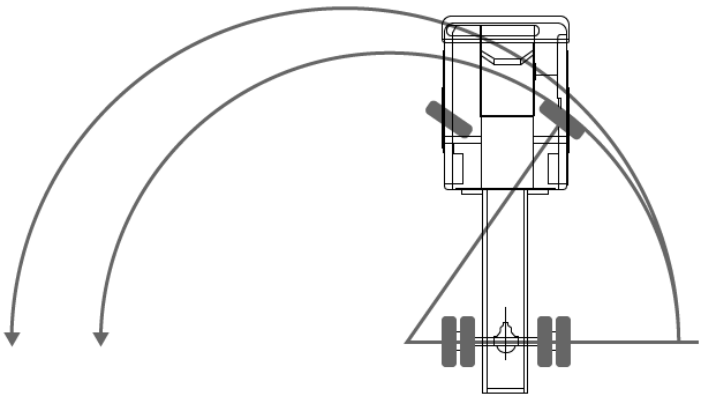
Performance (cont'd)

Shift Chart



Turning Radius

Turning radius to curb:	33.79 ft
Turning radius to bumper:	35.50 ft



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CONTRACT
No. 3921

THIS CONTRACT is executed this 25 day of January, 2017 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **BECK AUTO SALES, INC.** hereinafter called the "Contractor",

WITNESSETH: TL

WHEREAS, the City issued RFP No. 0123-16-K M-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for certain light-duty vehicles, including associated accessories and equipment; and,

WHEREAS, on August 19, 2016, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this Contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if the City's opinion, it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Vehicles.

1.1 Contractor shall provide such light duty vehicles, including associated accessories and equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the Parties unless otherwise stated in this Contract. Each Vehicle shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install or mount, or shall cause its subcontractor to install or mount, associated accessories or equipment. Nothing in this Agreement shall prohibit the City from purchasing or entering into a contract to purchase Vehicles from another dealer or manufacturer if in the opinion of the City such action is in the best interest of the City.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") shall schedule the following meetings with respect to each order received from the City.

(i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.

(ii) A second meeting, if required by the City; will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.

(iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle and all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The Contractor shall be responsible for all accessories and equipment installed or provided by the manufacturer, the Contractor, or its subcontractor under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other City contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three (3) weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each Party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made;

(ii) Changes, if any, in the time for delivery of each completed Vehicle; and,

(iii) Changes in the price of each completed Vehicle and associated accessories.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the FMD facilities on the next business day after placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City, unless earlier terminated in accordance with its terms. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the Parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

(i) for the current model year, the initial prices as set forth in the Proposal; or

(ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer plus two percent (2%).

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories and equipment. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories or equipment, including OEM parts, at Contractor's cost plus ten percent (10%). The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. No later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other municipal customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of Contract, the City shall either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with the returned parts.

4.3 Payment.

4.3.1 All Vehicle prices shall be F.O.B. FMD facilities, 400 Dupree Street, Tallahassee, Florida.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the Parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of $100 per day, or portion thereof, for each day of delay in delivery of each Vehicle. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.

5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle prior to delivery and shall demonstrate, to the satisfaction of the City, at the time of delivery to the body manufacturer and at final delivery to the City, that each Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, an all representations of the manufacturer. The delivery schedules shall be agreed upon at the first pre-construction meeting, but shall be subject to change by Contractor. The City will be notified of the need for the adjustment. If the change is not acceptable to the City, the City shall have the right to cancel the affected order, or portion thereof, without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.

5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract; and, within seven (7) days following delivery, the City shall notify the Contractor, in writing or by verifiable email, of either its final acceptance of each Vehicle or of the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon

completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse to accept the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:

(i) one (1) copy of the associated technical and service manuals, per model; DVE preferred; and

(ii) one (1) copy of the manufacturer's preventive maintenance schedule; and,

(iii) the manufacturer's statement of origin, title application, and all warranty documents.

5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extend such claim, suit or proceeding is based on a claim that any cab and chassis and associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The City will not be responsible for any settlement or proceeding

made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

(i) Premise/Operations
(ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
(iii) Products/Completed Operations
(iv) Contractual
(v) Independent Contractors
(vi) Broad Form Property Damage
(vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.

(i) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by

Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

(a) *Commercial General Liability and Automobile Liability Coverage*

(i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses

arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3 ***Deductibles and Self-Insured Retention's***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. ***Verification of Coverage***

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

of such work at FMD facilities, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-warranty repairs performed by the Contractor's technician at the direction of the City will be billed to the City at $57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness, or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

10.1 Time shall be of the essence in performance of this Contract; provided, however, that either Party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the Party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a Party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is acceptable):

Beck Autos Sales, Inc.
256 Hwy 17 North
Palatka, Florida 32177
Attn: Lisa Man

and to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304

Attn: Fleet Superintendent

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.

10.7 As required by Section 287.133, (2 (a), Florida Statues, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.010 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the Parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the Parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor

will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms and conditions shall not include Section 4.2 as it relates to consignment of parts and accessories or Section 9.4. Should any such entity purchase Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of $100.00 per Vehicle. If such credit is not used within six (6) months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the Parties and supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.

10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

Approved as to form:

By: _____
City Attorney

_____
Witness as to the Contractor
Bradley Sloan

_____
Witness as to the Contractor
Nancy D. Noble

CITY OF TALLAHASSEE

By: _____
Andre Libroth
Manager for Procurement Services

BECK AUTO SALES, INC.

By: _____
PRESTON B. SLOAN, PRESIDENT
(Type or print name and title of signatory)

City of Tallahassee Contract #3921				
RFP # 0123-16-K -RC				
AWARD DATE 11-1-2016				
BUICK	Body			
Buick Cascada	Code			
Cascada - 1SV	4WT67			
Buick Enclave				
Enclave FWD 1 SD Convenience	4R14526			
Enclave AWD 1SL Leather	4V14526			
Buick Encore				
Encore FWD 1SB	4JU76			
Encore AWD 1SB	4JM76			
Encore FWD 1SL	4JV76			
Encore AWD 1SL	4JN76			
Buick Envision				
FWD Preferred	4XR26			
Envision FWD 1SL	4XS26			
Envision AWD 1SD	4XY26			
Envision AWD 1SL Essence	4XZ26			
Envision AWD Premium 1SN	4XT26			
Envision AWD Premium II 1SP	4XU26			
Buick LaCrosse				
LaCrosse FWD 1SV	4ZF79			
LaCrosse FWD 1SB Preferred	4ZB79			
LaCrosse FWD 1SP Premium	4ZC79			
LaCrosse AWD 1SP Premium	4ZG79			
Buick Regal				
Regal FWD 1SV	4GU69			
Regal AWD 1SL	4GC69			

Regal FWD Premium II Group	4GS69			
Regal AWD Premium II Group	4GE69			
Regal FWD 1SX GS	4GJ69			
Regal AWD 1SX GS	4GF69			
Regal FWD Sport Touring	4GV69			
Buick Verano				
Verano 1SV	4GP69			
Verano 1SL Leather Group	4PH69			
CHEVROLET	Body			
Bolt EV	Code			
LT 5 door HB	1FB48			
Premier 5 door HB	1FC48			
Camaro				
Coupe 1LT	1AG37			
Coupe 2LT	1AH37			
Coupe 1SS	1AJ37			
Coupe 2SS	1AK37			
Coupe ZL1	1AL37			
Convertible 1LT	1AG67			
Convertible 2LT	1AH67			
Convertivble 1SS	1AJ67			
Convertivble 2SS	1AK67			
Convertible ZL1	1AL67			
Caprice Police Car				
Caprice Police Sedan	1EW19			
Corvette				
Stingray Coupe 1LT	1YY07			
Singray Convertible 1LT	1YY67			
Singray Coupe w/Z51 1LT	1YX07			
Singray Convertible w/Z51 1LT	1YX67			
Coupe Z06 1LZ	1YZ07			

Convertible Z06 1LZ	1YZ67			
Coupe Grand Sport 1LT	1YW07			
Convertible Grand Sport 1LT	1YW67			
Cruze				
Sedan LS 1SB	1BR69			
Sedan LT 1SD	1BT69			
Sedan Premier	1BS69			
HB LT / 1SD	1BT68			
HB Premier	1BS68			
Impala				
1FL LS	1GX69			
1LT	1GY69			
2LZ Premier	1GZ69			
CHRYSLER	Body			
Chrysler 200	Code			
200 LX	UFCE41			
200 Limited	UFCH41			
200S	UFCL41			
200C	UFCS41			
200S AWD	UFFL41			
200C AWD	UFFS41			
Chrysler 300 Cars				
Limited RWD	LXCH48			
S RWD	LXCL48			
C RWD	LXCS48			
C Platinum RWD	LXCR48			
Limited AWD	LXFH48			
S AWD	LXFL48			
C AWD	LXFS48			
C Platinum AWD	LXFR48			
Pacifica				

Pacifica LX Wagon	RUCL53			
Pacifica Touring Wagon	RUCM53			
Pacifica Touring - L Wagon	RUCH53			
Pacifica Touring - L Plus Wagon	RUCP53			
Pacifica Limited Wagon	RUCT53			
Pacifica Hybrid Premium FWD	RUEH53			
Pacifica Hybrid Platimum FWD	REUS53			
DODGE	Body			
Charger	Code			
SE RWD	LDDM48			
SXT RWD	LDDS48			
R/T RWD	LDDP48			
R/T Scat Pack RWD	LDDR48			
SRT 392 RWD	LDDX48			
SRT Hellcat RWD	LDDT48			
SE AWD	LDEM48			
SXT AWD	LDES48			
Police Charger				
Police RWD	LDDE48			
Police AWD	LDEE48			
Dodge Journey				
SE	JCDH49			
SE AWD	JCEH49			
SXT	JCDE49			
SXT AWD	JCEE49			
Crossroad FWD	JCDR49			
Crossroad AWD	JCER49			
R/T FWD	JCDX49			
R/T AWD	JCEX49			
Durango				
SXT RWD	WDDL75			
Limited RWD	WDDH75			

Citadel RWD	WDDP75			
R/T RWD	WDDS75			
Special Service RWD	WDDE75			
SXT AWD	WDEL75			
Limited AWD	WDEH75			
Citadel AWD	WDEP75			
R/T AWD	WDES75			
Special Service AWD	WDEE75			
Grand Caravan				
AVP/SE	RTKH53			
SXT	RTKM53			
R/T	RTKX53			
RAM	Body			
RAM 1500 2WD Pick - Up Trucks	Code			
Tradesman 4x2 Regular Cab 6'4" Box	DS1L61			
SLT 4x2 Regular Cab 6'4" Box	DS1H61			
Sport 4x2 Regular Cab 6'4" Box	DS1S61			
Tradesman 4x2 Regular Cab 8' Box	DS1L62			
SLT 4x2 Regular Cab 8' Box	DS1H62			
Tradesman 4x2 Quad Cab 6'4" Box	DS1L41			
SLT 4x2 Quad Cab 6'4" Box	DS1H41			
HFE 4x2 Quad Cab 6'4" Box	DS1E41			
Sport 4x2 Quad Cab 6'4" Box	DS1S41			
Laramie 4x2 Quad Cab 6'4" Box	DS1P41			
Tradesman 4x2 Crew Cab 5''7" Box	DS1L98			
SLT 4x2 Crew Cab 5''7" Box	DS1H98			
Sport 4x2 Crew Cab 5''7" Box	DS1S98			
Laramie 4x2 Crew Cab 5'7" Box	DS1P98			
Rebel 4x2 Crew Cab 5''7" Box	DS1X98			
Longhorn 4x2 Crew Cab 5''7" Box	DS1R98			
Tradesman 4x2 Crew Cab 6'4" Box	DS1L91			
SLT 4x2 Crew Cab 6'4" Box	DS1H91			
Sport 4x2 Crew Cab 6'4" Box	DS1S91			
Laramie 4x2 Crew Cab 6'4" Box	DS1P91			

Longhorn 4x2 Crew Cab 6'4" Box	DS1R91			
RAM 1500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 6'4" Box	DS6L61			
SLT 4x4 Regular Cab 6'4" Box	DS6H61			
Sport 4x4 Regular Cab 6'4" Box	DS6S61			
Tradesman 4x4 Regular Cab 8' Box	DS6L62			
SLT 4x4 Regular Cab 8' Box	DS6H62			
Tradesman 4x4 Quad Cab 6'4" Box	DS6L41			
SLT 4x4 Quad Cab 6'4" Box	DS6H41			
Sport 4x4 Quad Cab 6'4" Box	DS6S41			
Laramie 4x4 Quad Cab 6'4" Box	DS6P41			
Tradesman 4x4 Crew Cab 5'7" Box	DS6L98			
SSV 4x4 Crew Cab 5'7" Box	DS6T98			
SLT 4x4 Crew Cab 5'7" Box	DS6H98			
Sport 4x4 Crew Cab 5'7" Box	DS6S98			
Laramie 4x4 Crew Cab 5'7" Box	DS6P98			
Rebel 4x4 Crew Cab 5'7" Box	DS6X98			
Longhorn 4x4 Crew Cab 5'7" Box	DS6R98			
Tradesman 4x4 Crew Cab 6'4" Box	DS6L91			
SLT 4x4 Crew Cab 6'4" Box	DS6H91			
Sport 4x4 Crew Cab 6'4" Box	DS6S91			
Laramie 4x4 Crew Cab 6'4" Box	DS6P91			
Longhorn 4x4 Crew Cab 6'4" Box	DS6R91			
RAM 2500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	DJ2L62			
SLT 4x2 Regular Cab 8' Box	DJ2H62			
Tradesman 4x2 Crew Cab 6'4" Box	DJ2L91			
SLT 4x2 Crew Cab 6'4" Box	DJ2H91			
Laramie 4x2 Crew Cab 6'4" Box	DJ2P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	DJ2R91			
Tradesman 4x2 Crew Cab 8' Box	DJ2L92			
SLT 4x2 Crew Cab 8' Box	DJ2H92			
Laramie 4x2 Crew Cab 8' Box	DJ2P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	DJ2R92			

SLT 4x2 Mega Cab 6'4" Box	DJ2H81			
Laramie 4x2 Mega Cab 6'4" Box	DJ2P81			
Longhorn 4x2 Mega Cab 6'4" Box	DJ2R81			
RAM 2500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	DJ7L62			
SLT 4x4 Regular Cab 8' Box	DJ7H62			
Tradesman 4x4 Crew Cab 6'4" Box	DJ7L91			
SLT 4x4 Crew Cab 6'4" Box	DJ7H91			
Laramie 4x4 Crew Cab 6'4" Box	DJ7P91			
Longhorn 4x4 Crew Cab 6'4" Box	DJ7R91			
Tradesman 4x4 Crew Cab 8' Box	DJ7L92			
SLT 4x4 Crew Cab 8' Box	DJ7H92			
Laramie 4x4 Crew Cab 8' Box	DJ7P92			
Longhorn 4x4 Crew Cab 8' Box	DJ7R92			
SLT 4x4 Mega Cab 6'4" Box	DJ7H81			
Laramie 4x4 Mega Cab 6'4" Box	DJ7P81			
Longhorn 4x4 Mega Cab 6'4" Box	DJ7R81			
RAM 3500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	D23L62			
SLT 4x2 Regular Cab 8' Box	D23H62			
Tradesman 4x2 Crew Cab 6'4" Box	D23L91			
SLT 4x2 Crew Cab 6'4" Box	D23H91			
Laramie 4x2 Crew Cab 6'4" Box	D23P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	D23R91			
Tradesman 4x2 Crew Cab 8' Box	D23L92			
SLT 4x2 Crew Cab 8' Box	D23H92			
Laramie 4x2 Crew Cab 8' Box	D23P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	D23R92			
SLT 4x2 Mega Cab 6'4" Box	D23H81			
Laramie 4x2 Mega Cab 6'4" Box	D23P81			
Laramie Longhorn 4x2 Mega Cab 6'4" Bo	D23R81			
RAM 3500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	D28L62			

SLT 4x4 Regular Cab 8' Box	D28H62			
Tradesman 4x4 Crew Cab 6'4" Box	D28L91			
SLT 4x4 Crew Cab 6'4" Box	D28H91			
Laramie 4x4 Crew Cab 6'4" Box	D28P91			
Laramie Longhorn 4x4 Crew Cab 6'4" Bo	D28R91			
Tradesman 4x4 Crew Cab 8' Box	D28L92			
SLT 4x4 Crew Cab 8' Box	D28H92			
Laramie 4x4 Crew Cab 8' Box	D28P92			
Laramie Longhorn 4x4 Crew Cab 8' Box	D28R92			
SLT 4x4 Mega Cab 6'4" Box	D28H81			
Laramie 4x4 Mega Cab 6'4" Box	D28P81			
Laramie Longhorn 4x4 Mega Cab 6'4" Bo	D28R81			
RAM 3500 2WD Chassis Cab				
Tradesman 2WD Regular Cab 143" WB 6	DD3L63			
Tradesman 2WD Regular Cab 167" WB 8	DD3L64			
Tradesman 2WD Crew Cab 172" WB 60"	DD3L93			
Tradesman 2WD Regular Cab 143" WB 6	DF3L63			
Tradesman 2WD Crew Cab 172"WB 60"	DF3L93			
RAM 3500 4WD Chassis Cab				
Tradesman 4WD Regular Cab 143" WB 6	DD8L63			
Tradesman 4WD Regular Cab 167" WB 8	DD8L64			
Tradesman 4WD Crew Cab 172" WB 60"	DD8L93			
Tradesman 4WD Regular Cab 143" WB 6	DF8L63			
Tradesman 4WD Crew Cab 172" WB 60"	DF8L93			
RAM 4500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP4L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP4L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP4L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP4L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP4L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP4L94			
RAM 4500 4WD Chassis Cab				

Tradesman 4x4 Regular Cab 144.5" WB	DP9L63			
Tradesman 4x4 Regular Cab 168.5" WB	DP9L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP9L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP9L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP9L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP9L94			
RAM 5500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP5L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP5L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP5L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP5L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP5L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP5L94			
RAM 5500 4WD Chassis Cab				
Tradesman 4x4 Regular Cab 144.5" WB	DP0L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP0L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP0L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP0L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP0L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP0L94			
ProMaster Chassis Cab Low Roof				
3500 Chassis Cab 136" WB 81" CA	VF3L02			
3500 Chassis Cab 159" WB 104" CA	VF3L04			
3500 Chassis Cab 159" WB 104" CA EXT	VF3L05			
ProMaster Cargo Van Low Roof				
1500 Low Roof 118" WB	VF1L11			
1500 Low Roof 136" WB	VF1L12			
ProMaster Cargo Van High Roof				
1500 High Roof 136" WB	VF1L13			
2500 High Roof 136" WB	VF2L13			
2500 High Roof 159" WB	VF2L16			

3500 High Roof 159" WB	VF3L16			
3500 High Roof 159" WB EXT	VF3L17			
ProMaster City Cargo Van				
Tradesman Van	VMDL51			
Tradesman SLT Van	VMDH51			
ProMaster Window Van				
2500 High Roof 159" WB	VF2L26			
3500 High Roof 159" WB EXT	VF3L27			
ProMaster Cutaway				
3500 Low Roof 136" WB	VF3L32			
3500 Low Roof 159" WB	VF3L34			
3500 Low Roof Extended 159" WB	VF3L35			
ProMaster City Wagon				
Wagon	VMDL51			
Wagon SLT	VMDH51			
FORD	Body			
C - Max Energi	Code			
SE FWD	P5E			
FWD Titanium	P5F			
C-Max Hybrid				
SE FWD	P5A			
Titanium FWD	P5D			
Fiesta				
SE Sedan	P4B			
Titanium Sedan	P4C			
SE Hatch	P4E			
Titanium Hatch	P4F			
ST Hatch	P4G			

Taurus				
SE FWD	P2D			
SLE FWD	P2E			
Limited FWD	P2F			
SLE AWD	P2H			
Limited AWD	P2J			
SHO AWD	P2K			
Focus				
S Sedan	P3E			
SE Sedan	P3F			
SEL Sedan	P3H			
Titanium Sedan	P3J			
SE Hatch	P3K			
SEL Hatch	P3M			
Titanium Hatch	P3N			
ST Hatch	P3L			
Electric Hatch	P3R			
RS Hatch	P3T			
Fusion				
S FWD	P0G			
SE FWD	P0H			
Titanium FWD	P0K			
Platinum FWD	BQB			
SE AWD	P0T			
Titanium AWD	P0D			
Sport AWD	P0V			
Platinum AWD	BQC			
S Hybrid FWD	P0U			
SE Hybrid FWD	P0L			
Titanuim Hybrid FWD	P0R			
Platinum Hybrid FWD	BQD			
Fusion Energi				
SE FWD Plug - In	P0P			

Titanuim FWD Plug - In	P0S			
Platinum FWD Plug - In	BQE			
Mustang				
V6 Fastback	P8A			
EcoBoost Fastback	P8T			
GT Fastback	P8C			
V6 Converible	P8E			
Ecoboost Premium Converible	P8U			
GT Premium Converible	P8F			
Police Interceptor Sedan				
FWD	P2L			
AWD	P2M			
Flex FWD				
SE FWD	K5B			
SEL FWD	K5C			
Limited FWD	K5D			
Flex AWD				
SEL AWD	K6C			
Limited AWD	K6D			
Escape FWD				
S FWD	U0F			
SE FWD	U0G			
Titanium FWD	U0J			
Escape 4x4				
SE 4x4	U9G			
Titanium 4x4	U9J			
Edge FWD				
SE FWD	K3G			
SLE FWD	K3J			
Titanium FWD	K3K			
Edge AWD				

SE AWD	K4G			
SLE AWD	K4J			
Titanium AWD	K4K			
Sport AWD	K4A			
Explorer FWD				
Base FWD	K7B			
XLT FWD	K7D			
Limited FWD	K7F			
Explorer 4WD				
Base 4WD	K8B			
XLT 4WD	K8D			
Limited 4WD	K8F			
Sport 4WD	K8G			
Platinum 4WD	K8H			
Expedition 4x2				
XL 4x2	U1F			
XLT 4x2	U1H			
Limited 4x2	U1K			
Platinum 4x2	U1L			
Expedition 4x4				
XL 4x4	U1G			
XLT 4x4	U1J			
Limited 4x4	U2A			
Platinum 4x4	U1M			
Expedition EL 4x2				
XL 4x2	K1F			
XLT 4x2	K1H			
Limited 4x2	K1K			
Platinum 4x2	K1L			
Expedition EL 4x4				
XL 4x4	K1G			
XLT 4x4	K1J			
Limited 4x4	K2A			

Platinum 4x4	K1M			
Police Interceptor Utility				
AWD 4dr	K8A			
Transit Connect Van SWB				
XL SWB w/Rear Symmetrical Doors	S6E			
XL SWB w/ Rear Liftgate	E6E			
XLT SWB w/Rear Symmetrical Doors	S6F			
XLT SWB w/ Rear Liftgate	E6F			
Transit Connect Van LWB				
XL LWB w/Rear Symmetrical Doors	S7E			
XL LWB w/ Rear Liftgate	E7E			
XLT LWB w/Rear Symmetrical Doors	S7F			
XLT LWB w/ Rear Liftgate	E7F			
Transit Connect Wagon				
XL LWB w/Rear Symmetrical Doors	S9E			
XL LWB w/Rear Liftgate	E9E			
XLT SWB w/ Rear Symmetrical Doors	S8F			
XLT SWB w/ Rear Liftgate	E8F			
XLT LWB w/ Rear Symmetrical Doors	S9F			
XLT LWB w/ Rear Liftgate	E9F			
Titanium SWB w/ Rear Liftgate	E8G			
Titanium LWB w/ Rear Liftgate	E9G			
Transit Van (Full Size)				
T - 150 130" WB Low Roof 8600 GVWR S	E1Z			
T - 150 130" WB Low Roof 8600 GVWR S	E1Y			
T - 150 130" WB Medium Roof 8600 GV	E1C			
T - 150 130" WB Medium Roof 8600 GV	E1D			
T - 150 148" WB Low Roof 8600 GVWR S	E9Z			
T - 150 148" WB Low Roof 8600 GVWR S	E2Y			
T - 150 148" WB Meduim Roof 8600 GV	E2C			
T - 150 148" WB Medium Roof 8600 GV	E2D			

T - 250 130" WB Low Roof 9000 GVWR S	R1Z			
T - 250 130" WB Low Roof 9000 GVWR S	R1Y			
T - 250 130" WB Medium Roof 9000 GV	R1C			
T - 250 130" WB Medium Roof 9000 GV	R1D			
T - 250 148" WB Low Roof 9000 GVWR S	R2Z			
T -250 148" WB Low Roof 9000 GVWR S	R2Y			
T - 250 148" WB Medium Roof 9000 GV	R2C			
T - 250 148" WB Medium Roof 9000 GV	R2D			
T - 250 148" WB High Roof 9000 GVWR	R2X			
T - 250 148" WB High Roof 9000 GVWR	R2U			
T - 250 148" WB EL High Roof 9000 GVW	R3X			
T - 250 148" WB EL High Roof 9000 GVW	R3U			
T - 350 130" WB Medium Roof 9500 GV	W9C			
T - 350 130" WB Low Roof 9500 GVWR S	W1Z			
T - 350 130" WB Low Roof 9500 GVWR S	W1Y			
T - 350 130" WB Medium Roof 9500 GV	W1D			
T - 350 148" WB Low Roof 9500 GVWR S	W2Z			
T - 350 148" WB Low Roof 9500 GVWR S	W2Y			
T - 350 148" WB Medium Roof 9500 GV	W2C			
T - 350 148" WB Medium Roof 9500 GV	W2D			
T - 350 148" WB High Roof 9500 GVWR	W2X			
T - 350 148" WB High Roof 9500 GVWR	W2U			
T - 350 148" WB EL High Roof 9500 GVW	W3X			
T - 350 HD 148" WB EL High Roof 9950 G	F4X			
T - 350 HD 148" WB EL High Roof 10360	S4X			
T - 350 148" WB EL High Roof 9500 GVW	W3U			
T - 350 HD 148" WB EL High 9950 GVWF	F4U			
T - 350 HD 148" WB El HIgh 10360 GVW	S4U			
Transit Wagon				
T - 150 130" WB Low Roof XL Swing - Ou	K1Z			
T - 150 130" WB Low rRoof XL Sliding RH	K1Y			
T - 150 130" WB Medium Roof XL Sliding	K1C			
T - 350 148" WB Low Roof XL Swing - Ou	X2Z			
T - 350 148" WB Low Roof XL Sliding RH	X2Y			

T - 350 148" WB Medium Roof XL Sliding	X2C			
T - 350 148" WB High Roof XL Sliding RH	X2X			
T - 350 148" WB EL High Roof XL Sliding	U4X			
Transit Cutaway				
T - 250 SRW 138" WB 9000 GVWR	R5P			
T - 250 SRW 156" WB 9000 GVWR	R7P			
T - 350 SRW 138" WB 9500 GVWR	W5P			
T - 350 SRW 156" WB 9500 GVWR	W7P			
T - 350 DRW 138" WB 9950 GVWR	F6P			
T - 350 DRW 138" WB 10360 GVWR	S6P			
T - 350 DRW 156" WB 9950 GVWR	F8P			
T - 350 DRW 156" WB 10360 GVWR	S8P			
T - 350 DRW 178" WB 9950 GVWR	F9P			
T - 350 DRW 178" WB 10360 GVWR	S9P			
Transit Chassis Cab				
T - 250 SRW 138" WB 9000 GVWR	R5Z			
T - 250 SRW 156" WB 9000 GVWR	R7Z			
T - 350 SRW 138" WB 9500 GVWR	W5Z			
T - 350 SRW 156" WB 9500 GVWR	W7Z			
T - 350 DRW 138" WB 9950 GVWR	F6Z			
T - 350 DRW 138" WB 10360 GVWR	S6Z			
T - 350 DRW 156" WB 9950 GVWR	F8Z			
T - 350 DRW 156" WB 10360 GVWR	S8Z			
T - 350 DRW 178" WB 9950 GVWR	F9Z			
T - 350 DRW 178" WB 10360 GVWR	S9Z			
E - Series Cutaway				
E - 350 SRW 138" WB	E3F			
E - 450 DRW 158" WB	E4F			
Stripped Chassis				
E - Series E - 350 138" WB	E3K			

E - Series E - 450 158" WB	E4K			
F - 53 Motorhome Stripped Chassis	F5D			
F - 59 Commercial Stripped Chassis	F5K			
F - 150 Pick Up Trucks				
XL 2WD Regular Cab 6.5' Box	F1C			
XL 2WD Super Cab 6.5' Box	X1C			
XL 2WD Super Crew 5.5' Box	W1C			
XL 4WD Regular Cab 6.5' Box	F1E			
XL 4WD Super Cab 6.5' Box	X1E			
XL 4WD Super Crew 5.5' Box	W1E			
Raptor 4WD Super Crew 5.5' Box	W1R			
Raptor 4WD Super Cab 5.5' Box	X1R			
F - 250 Super Duty Trucks				
XL 2WD Regular Cab 8' Box	F2A			
XL 2WD Super Cab 6.75' Box	X2A			
XL 2WD Crew Cab 6.75' Box	W2A			
XL 4WD Regular Cab 8' Box	F2B			
XL 4WD Super Cab 6.75' Box	X2B			
XL 4WD Crew Cab 6.75' Box	W2B			
F - 350 Super Duty Trucks				
XL 2WD Regular Cab 8' Box SRW	F3A			
XL 2WD Super Cab 6.75' Box SRW	X3A			
XL 2WD Crew Cab 6.75' Box SRW	W3A			
XL 4WD Regular Cab 8' Box SRW	F3B			
XL 4WD Super Cab 6.75' Box SRW	X3B			
XL 4WD Crew Cab 6.75' Box SRW	W3B			
XL 2WD Regular Cab 8' Box DRW	F3C			
XL 2WD Super Cab 8' Box DRW	X3C			
XL 2WD Crew Cab 8' Box DRW	W3C			

XL 4WD Regular Cab 8' Box DRW	F3D			
XL 4WD Super Cab 8' Box DRW	X3D			
XL 4WD Crew Cab 8' Box DRW	W3D			
F - 450 DRW Super Duty Trucks				
XL 4WD Crew Cab 8' Box	W4D			
F - 350 Chassis Cab Super Duty SRW				
XL 2WD Regular Cab 145" WB 60" CA	F3E			
XL 2WD Super Cab 168" WB 60" CA	X3E			
XL 2WD Crew Cab 179" WB 60" CA	W3E			
XL 4WD Regular Cab 145" WB 60" CA	F3F			
XL 4WD Super Cab 168" WB 60" CA	X3F			
XL 4WD Crew Cab 179" WB 60" CA	W3F			
F - 350 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F3G			
XL 2WD Super Cab 168" WB 60" CA	X3G			
XL 2WD Crew Cab 179" WB 60" CA	W3G			
XL 4WD Regular Cab 145" WB 60" CA	F3H			
XL 4WD Super Cab 168" WB 60" CA	X3H			
XL 4WD Crew Cab 179" WB 60" CA	W3H			
F - 450 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F4G			
XL 2WD Super Cab 168" WB 60" CA	X4G			
XL 2WD Crew Cab 179" WB 60" CA	W4G			
XL 4WD Regular Cab 145" WB 60" CA	F4H			
XL 4WD Super Cab 168" WB 60" CA	X4H			
XL 4WD Crew Cab 179" WB 60" CA	W4H			
F - 550 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F5G			
XL 2WD Super Cab 168" WB 60" CA	X5G			
XL 2WD Crew Cab 179" WB 60" CA	W5G			
XL 4WD Regular Cab 145" WB 60" CA	F5H			

XL 4WD Super Cab 168" WB 60" CA	X5H		
XL 4WD Crew Cab 179" WB 60" CA	W5H		
MEDIUM DUTY			
F650	F6A	X6A	W6A
	F6B	X6B	W6B
	F6C	X6D	W6D
	F6D	X6E	W6E
	F6E	X6T	W6T
	F6T		
F750	F7A	X7A	W7A
	F7D	X7D	W7D
	F7T	X7T	W7T
LINCOLN	Body		
MKT	Code		
3.7L FWD	J5F		
3.7L AWD w/Limo PKG	J5L		
3.7L AWD w/Livery PKG	J5N		
3.5L AWD Elite	J5A		
MKX			
Premiere FWD	J6J		
Select FWD	L6K		
Revserve FWD	J6L		
Black Label FWD	J7J		
Premiere AWD	J8J		
Select AWD	J8K		
Revserve AWD	J8L		
Black Label AWD	J9J		
Lincoln Continental			
Continental Premiere FWD	L9P		
Continental Livery FWD	L9U		
Continental Select FWD	L9S		

Continental Reserve FWD	L9R			
Continental Premiere AWD	L9V			
Continental Livery AWD	L9H			
Continental Select AWD	L9T			
Continental Reserve AWD	L9N			
MKC				
MKC 4dr Premier FWD	J1C			
MKC 4dr Select FWD	J2C			
MKC 4dr Reserve FWD	J3C			
MKC 4dr Black Label FWD	J4C			
MKC 4dr Premier AWD	J1D			
MKC 4dr Select AWD	J2D			
MKC 4dr Reserve AWD	J3D			
MKC 4dr Black Label AWD	J4D			
MKZ				
Premiere FWD	L5A			
Hybrid Premiere FWD	L5K			
Select FWD	L5C			
Hybrid Select FWD	L5L			
Reserve FWD	L5E			
Hybrid Reserve FWD	L5M			
Premiere AWD	L5B			
Select AWD	L5D			
Reserve AWD	L5F			
Navigator				
Select 2WD	L2H			
Reserve 2WD	J2K			
Select 4WD	J2J			
Reserve 4WD	J2L			

Navigator L				
Select 2WD	J3H			
Reserve 2WD	J3K			
Select 4WD	J3J			
Reserve 4WD	J3L			
GMC	Body			
Acadia	Code			
SLE FWD	TNB26			
SLE FWD	TNC26			
SLT FWD	TND26			
SLT FWD	TNE26			
Denali FWD	TNF26			
SLE AWD	TNJ26			
SLE AWD	TNK26			
SLT AWD	TNL26			
SLT AWD	TNM26			
Denali AWD	TNN26			
Acadia Limited				
Limited FWD	TR14526			
Limited AWD	TV14526			
Terrain				
SLE FWD	TLF26			
SLE FWD	TLH26			
SLT FWD	TLJ26			
SLE AWD	TLG26			
SLE AWD	TLK26			
SLT AWD	TLM26			
Yukon				
SLE 2WD	TC15706			
SLE 4WD	TK15706			

Yukon XL				
SLE 2WD	TC15906			
SLE 4WD	TK15906			
Canyon				
Ext Cab 128.3" 2WD (2VL)	T2M53			
Ext Cab 128.3" 2WD SLE (2LE)	T2N53			
Ext Cab 128.3" 2WD SLT (2LT)	T2P53			
Crew Cab 128.3" 2WD (2VL)	T2M43			
Crew Cab 128.3" 2WD SLE (2LE)	T2N43			
Crew Cab 128.3" 2WD SLT (2LT)	T2P43			
Crew Cab 140.5" 2WD	T2T43			
Crew Cab 140.5" 2WD SLE	T2U43			
Crew Cab 140.5" 2WD SLT	T2V43			
Sierra 1500 Light Duty Pickup				
2WD Base Regular Cab 119.0" WB	TC15703			
2WD Base Regular Cab 133.0" WB	TC15903			
2WD Base Double Cab 143.5"WB	TC15753			
2WD Base Crew Cab 143.5" WB	TC15543			
2WD Base Crew Cab 153.0" WB	TC15743			
4WD Base Regular Cab 119.0" WB	TK15703			
4WD Base Regular Cab 133.0" WB	TK15903			
4WD Base Double Cab 143.5" WB	TK15753			
4WD Base Crew Cab 143.5" WB	TK15543			
4WD Base Crew Cab 153.0" WB	TK15743			
Sierra 2500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC25903			
2WD Base Double Cab 144.2"	TC25753			
2WD Base Double Cab 158.1" WB	TC25953			
2WD Base Crew Cab 153.7" WB	TC25743			
2WD Base Crew Cab 167.7" WB	TC25943			

4WD Base Regular Cab 133.6" WB	TK25903			
4WD Base Double Cab 144.2" WB	TK25753			
4WD Base Double Cab 158.1" WB	TK25953			
4WD Base Crew Cab 153.7" WB	TK25743			
4WD Base Crew Cab 167.7" WB	TK25943			
Sierra 3500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC35903			
2WD Base Double Cab 158.1" WB	TC35953			
2WD Base Crew Cab 153.7" WB	TC35743			
2WD Base Crew Cab 167.7" WB	TC35943			
4WD Base Regular Cab 133.6" WB	TK35903			
4WD Base Double Cab 158.1" WB	TK35953			
4WD Base Crew Cab 153.7" WB	TK35743			
4WD Base Crew Cab 167.7" WB	TK35943			
Sierra 3500 HD Chassis Cabs				
2WD Base Regular Cab 137.5" WB 59.06	TC36003			
2WD Base Regular Cab 162" WB 83.58"	TC36403			
2WD Base Crew Cab 171.5" WB 59.06"C	TC36043			
4WD Base Regular Cab 137.5" WB 59.06	TK36003			
4WD Base Regular Cab 162" WB 83.58"	TK36403			
4WD Base Crew Cab 171.5" WB 59.06" C	TK36043			
Savana Passenger Van				
LS 2500 RWD 135" WB	TG23406			
LS 3500 RWD 135" WB	TG33406			
LS 3500 RWD 155" WB	TG33706			
Savana Commercial Cutaway Van				
3500 Base 1WT 139" WB	TG33503			
3500 Base 1WT 159" WB	TG33803			
3500 Base 1WT 177" WB	TG33903			

Savana Cargo Van				
2500 Base 1WT RWD 135" WB	TG23405			
2500 Base 1WT RWD 155" WB	TG23705			
3500 Base 1WT RWD 135" WB	TG33405			
3500 Base 1WT RWD 155" WB	TG33705			
JEEP	Body			
Jeep Compass	Code			
Sport FWD *	MKTE49			
Latitude FWD	MKTM49			
Sport 4X4 *	MKJE49			
Latitude 4X4	MKJM49			
Jeep Patroit				
Sport FWD *	MKTE74			
Latitude FWD *	MKTM74			
Sport 4X4 *	MKJE74			
Latitude 4X4	MKJM74			
Jeep Cherokee				
Sport FWD	KLTL74			
Latitude FWD	KLTM74			
Limited FWD	KLTP74			
Overland FWD	KLTS74			
Sport 4X4	KLJL74			
Latitude 4X4	KLJM74			
Limited 4X4	KLJP74			
Trailhawk 4X4	KLJH74			
Overland 4X4	KLJS74			
Jeep Grand Cherokee				
Laredo 4X2	WKTH74			
Limited 4X2	WKTP74			
Overland 4X2	WKTS74			
Summit 4X2	WKTT74			

Laredo 4X4	WKJH74			
Limited 4X4	WKJP74			
Trailhawk 4x4	WKJR74			
Overland 4X4	WKJS74			
Summit 4X4	WKJT74			
SRT 4x4	WKJX74			
Jeep Renegade				
Sport FWD *	BUTL74			
Latitude FWD *	BUTM74			
Limited FWD	BUTP74			
Sport 4x4	BUJL74			
Latitude 4x4 *	BUJM74			
Trailhawk 4x4	BUJH74			
Limited 4x4	BUJP74			
Jeep Wrangler				
Sport 4X4 *	JKJL72			
Sahara 4X4 *	JKJP72			
Rubicon 4X4 *	JKJS72			
Jeep Wrangler Unlimited				
Sahara 4X4 *	JKJP74			
Rubicon 4X4 *	JKJS74			
Sport 4X4 (RHD)	JKUM74			
NISSAN	Body			
Nissan Leaf	Code			
S Hatchback	17017			
SL Hatchback	17217			
SV Hatchback	17117			
Nissan Versa Sedan				
SV CVT	11217			

SL CVT	11317			
Versa Note				
SV CVT	11617			
SR CVT	11717			
SL CVT	11817			
Sentra				
S CVT	12017			
SR Turbo CVT	12417			
SV CVT	12117			
SR CVT	12217			
NISMO CVT	12517			
SL CVT	12317			
Altima				
2.5 liter I4 CVT	13017			
S 2.5 liter I4 CVT	13117			
SR 2.5 liter I4 CVT	13217			
SV 2.5 liter I4 CVT	13317			
SL 2.5 liter I4 CVT	13417			
SR 3.5 liter V6 CVT	13517			
SL 3.5 liter V6 CVT	13617			
Maxima				
S 3.5L V6 CVT	16117			
SV 3.5L V6 CVT	16217			
SL 3.5L V6 CVT	16317			
SR 3.5L V6 CVT	16417			
Platinum 3.5L V6 CVT	16517			
Juke				
S FWD	21117			
SV FWD	21317			
SL FWD	21517			
S AWD	21017			

SV AWD	21217			
SL AWD	21417			
NISMO AWD	21617			
NISMO RS AWD	21817			
Armada				
SV 4x2	26117			
SL 4x2	26317			
Plantinum 4x2	26517			
SV 4x4	26217			
SL 4x4	26417			
Plantinum 4x4	26617			
Rogue				
S FWD	22117			
SV FWD	22317			
SL FWD	22517			
SV Hybrid FWD	22717			
SL Hybrid FWD	22917			
S AWD	22217			
SV AWD	22417			
SL AWD	22617			
SV Hybrid AWD	22817			
SL Hybrid AWD	22017			
Murano				
2017.5 S FWD	24117			
2017.5 SV FWD	24317			
2017.5 SL FWD	24517			
2017.5 Platinum FWD	24717			
S FWD	23117			
SV FWD	23317			
SL FWD	23517			
Platinum FWD	23717			

2017.5 S AWD	24017			
2017.5 SV AWD	24217			
2017.5 SL AWD	24417			
2017.5 Platinum AWD	24617			
S AWD	23017			
SV AWD	23217			
SL AWD	23417			
Platinum AWD	23617			
Pathfinder				
S FWD	25117			
SV FWD	25317			
SL FWD	25517			
Platinum FWD	25717			
S 4X4	25017			
SV 4X4	25217			
SL 4X4	25417			
Platinum 4X4	25617			
Quest				
S CVT	44117			
SV CVT	44217			
SL CVT	44317			
Platinum CVT	44417			
Frontier King Cab				
SV 4X2	31317			
SV V6 4X2	31517			
SV V6 4X4	31217			
PRO-4X 4X4	31417			
Desert Runner 4X2	31717			
Frontier Crew Cab				
SV 4x2	32317			
Desert Runner 4x2	32517			
SV LWB 4x2	33117			

SL 4x2	32717			
SL 4x4	32617			
SV 4X4	32217			
SV LWB 4x4	33217			
Pro-4X 4x4	32417			
SL LWB 4x4	33417			
Titan 4x2				
S Crew Cab 4x2	38117			
SV Crew Cab 4x2	38317			
SL Crew Cab	38517			
Platinum Reserve Crew Cab 4x2	38717			
S King Cab 4X2	37117			
SV King Cab 4X2	37317			
Titan 4x4				
S Crew Cab 4x4	38017			
SV Crew Cab 4x4	38217			
Pro-4X Crew Cab 4x4	38417			
SL Crew Cab 4x4	38617			
Platinum Reserve Crew Cab 4x4	38817			
S King Cab 4X4	37017			
SV King Cab 4X4	37217			
Pro-4X King Cab 4x4	37417			
Titan XD Gas Single Cab				
S 4x2	54117			
SV 4x2	54317			
S 4x4	54017			
SV 4x4	54217			
Titan XD Diesel Single Cab				
S 4x2	51117			
SV 4x2	51317			
S 4x4	51017			
SV 4x4	51217			

Titan XD Gas Crew Cab				
S 4x2	53117			
SV 4x2	53317			
SL 4x2	53517			
Platinum Reserve 4x2	53717			
S 4x4	53017			
SV 4x4	53217			
PRO-4X 4x4	53417			
SL 4x4	53617			
Platinum Reserve 4x4	53817			
Titan XD Diesel Crew Cab				
S 4x2	56117			
SV 4x2	56317			
SL 4x2	56517			
Platinum Reserve 4x2	56717			
S 4x4	56017			
SV 4x4	56217			
PRO-4X 4x4	56417			
SL 4x4	56617			
Platinum Reserve 4x4	56817			
Titan XD Gas King Cab				
S 4x2	52017			
SV 4x2	52317			
S 4x4	52117			
SV 4x4	52217			
PRO - 4X 4x4	52417			
Titan XD Diesel King Cab				
S 4x2	55017			
SV 4x2	55317			
S 4x4	55117			
SV 4x4	55217			
PRO-4X 4x4	55417			

NISSAN COMMERCIAL	Body		
Nissan Commercial Vehicles	Code		
NV 200 Taxi			
NV 200 Taxi I4	67017		
NV 200 Compact Cargo			
NV 200 SV 2.0L I4 CVT	67217		
NV Cargo - Standard Roof			
NV Cargo 1500 Standard Roof S 4.0L V6	60117		
NV Cargo 1500 Standard Roof SV 4.0L V	60217		
NV Cargo 2500 Standard Roof S 4.0L V6	61117		
NV Cargo 2500 Standard Roof SV 4.0L V	61217		
NV Cargo 2500 Standard Roof SL 4.0L V6	61317		
NV Cargo 2500 Standard Roof S 5.6L V8	61417		
NV Cargo 2500 Standard Roof SV 5.6L V	61517		
NV Cargo 2500 Standard Roof SL 5.6L V8	61617		
NV Cargo 3500 Standard Roof S 5.6L V8	61717		
NV Cargo 3500 Standard Roof SV 5.6L V	61817		
NV Cargo 3500 Standard Roof SL 5.6L V8	61917		
NV Cargo - High Roof			
NV 2500 High Roof S 4.0L V6 A/T	62117		
NV 2500 High Roof SV 4.0L V6 A/T	62217		
NV 2500 High Roof SL 4.0L V6 A/T	62317		
NV 2500 High Roof S 5.6L V8 A/T	62417		
NV 2500 High Roof SV 5.6L V8 A/T	62517		
NV 2500 High Roof SL 5.6L V8 A/T	62617		
NV 3500 High Roof S 5.6L V8 A/T	62717		
NV 3500 High Roof SV 5.6L V8 A/T	62817		
NV 3500 High Roof SL 5.6L V8 A/T	62917		

NV Passenger V6				
S V6	65117			
SV V6	65217			
NV Passenger V8				
S V8	65317			
SV V8	65417			
SL V8	65517			
Gem Passenger Vehicles (eletric)				
GEM e-2				
GEM E-4				
GEM E-6				
Utility Vehicle (Electric)				
GEM eL XD				
GEM eM 1400				
GEM eM 1400 LSV				
Polaris Gas				
Polaris M 1400 (gas)				

RESOLUTION NO. 2018-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 8th day of May, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW/SW | DATE PREPARED: 04/27/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 128,895)	423-3570-538.63-00	PW08CG	INFRASTRUCTURE	$ 760,414	$ 1,055,180	$ 926,285	$ 581,849
$ 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
($ 128,895)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 113,895	423-3570-538.64-00		MACHINERY & EQUIPMENT	$ 151,064	$ 151,064	$ 264,959	$ 120,708
$ 15,000	423-3570-538.46-03		REPAIR&MAINTENANCE VEHICLES	$ 28,235	$ 28,235	$ 43,235	$ 25,717
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 128,895	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa Public Works Department is in need of an additional Claw Grapple Truck for roadside debris removal. The Departments 2006 Ford / Sterling Acterra grapple truck, is showing signs of its age wear and tear over the operational life of the Grapple. The truck worked 7 days striate over several weeks during both Hurricane Mathew and Irma in addition to its normal weekly operations. The truck was instrumental in storm restoration and cleanup. The vehicle would go back to the grapple manufacture Peterson Inc. in Fort Pearce for a complete overhaul of the grapple unit, dump body. The new truck would fill the primary roll both trucks would use in unison for normal date-to-date operations by multiple divisions of Public Works. Two grapple trucks would give greater coverage in the event of a storm or natural disaster giving a faster response in multiple areas of the city. Agenda 18-174

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/18 *RESOLUTION #:* 2018-031

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.

4/27/18	Michael Giorgio Digitally signed by Michael Giorgio Date: 2018.04.27 13:37:37 -04'00'	5/1/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.05.01 13:52:10 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/27/18	Everett J. Wegerif Digitally signed by Everett J. Wegerif	5/1/18	Lora Howell Digitally signed by Lora Howell Date: 2018.05.01 14:26:54 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-161	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/20/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Q-18-10-COC Final MEMO 2 Q-18-10-COC Tabulation Sheet				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2018
Agenda Date: May 8, 2018
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm

BACKGROUND:

Proposals for the subject offering were opened on February 8, 2018, at 3:00 p.m. Purchasing sent out seven hundred seventy-seven (777) Requests for Qualifications and received six (6) responses from thirty-five (35) plan holders. A publically noticed Selection Committee meeting to score, rank and select the top-three firms was held on March 23, 2018, at 10:00 a.m. in the WFO Building 2nd Floor Conference Room. Carollo, McKim & Creed, and Kimley Horn were ranked top-three. At this meeting the Selection Committee determined that it would like to hear oral presentations from the three firms. Presentations from the three firms were conducted on April 9, 2018. The presentations were recorded and minutes taken for public record in accordance with CCNA rules. A second publicly noticed Selection Committee meeting was held on April 19, 2018, at 10:00 a.m. to discuss the presentations, the final ranking, and recommendation to City Council.

A consensus was reached to recommend Carollo, Orlando, Florida, for Council approval and to authorize the City Manager and City Attorney to negotiate a contract with this firm.

The Utilities Department has a need for engineering services for the Sellers Wastewater Treatment Plant as well as the Collections System. This work includes items like Design and Permitting Services, Bidding and Construction Services, SCADA Services and Telemetry Support, Asset Management Services, and Master Planning Services. Staff anticipates the need for the firm to support these services among others. The negotiated contract will have a three-year term with two optional one-year renewals.

Staff is requesting Council approval of the final ranking and authorization for the City Manager and City Attorney to negotiate the contract with Carollo, Orlando, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract for Services with the Top-ranked Firm.

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

To: Katherine Ennis, Deputy Director/Project Manager

From: Sonja Hamilton, Purchasing Manager

Date: 4/20/2018

Re: **Bid #Q-18-10-COC, Engineering Services Wastewater Collection, Treatment, and Disposal Systems**

Proposals for the subject offering were opened on February 8, 2018 at 3:00 p.m. Purchasing sent out seven hundred seventy-seven (777) Requests for Qualifications and received six (6) responses from thirty-five (35) plan holders.

A publically noticed Selection Committee meeting to score, rank and select the top-three firms was held on March 23, 2018 at 10:00am in the 2nd floor Conference Room in the WFO Building. Carollo, McKim & Creed, and Kimley Horn were ranked top-three.

Oral Presentations with the top-three ranked firms were held on April 9, 2018. The presentations were recorded and minutes taken for public record in accordance with CCNA rules.

A publically noticed Selection Committee meeting to score, rank and select the firm to recommend for award was held on April 19, 2018 at 10:00am at Cocoa City Hall in the 3rd floor Conference Room. The combined proposal and oral presentation scores were evaluated and discussed. Carollo was selected for recommendation to City Council.

I have enclosed copies of all proposals and presentations for your review and recommendation. Any correspondence related to this subject should be forwarded to my attention for retention in the purchasing files.

Please follow the guide lines shown below to initiate the purchasing process:

- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal and agenda item
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy and Professional Liability Insurance certificate.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

PROPOSAL SUBMISSION SHEET

DUE DATE: Thursday, February 08, 2018

BID NUMBER: Q-18-10-COC ENGINEERING SERVICES WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

VENDOR	one (1) Original, nine (9) copies	Title Page SIGNED	Cover Letter	Table of Contents	Company /Firms Qualifications and Capabilities	Project Team Qualifications & Experience (A,B,&C)	Past & Present Experience & Performance	Project Approach	Location Affidavit	Resumes	Section 9 Mandatory Forms	
Reiss Engineering, Inc. 1016 Spring Villas Pt. Winter Springs, FL 32708	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	NA
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA
CPH 500 West Fulton Street Sanford, FL 32771	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	NA
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA

VENDOR	one (1) Original, nine (9) copies	Title Page SIGNED	Cover Letter	Table of Contents	Company /Firms Qualifications and Capabilities	Project Team Qualifications & Experience (A,B,&C)	Past & Present Experience & Performance	Project Approach	Location Affidavit	Resumes	Section 9 Mandatory Forms	
Mead & Hunt, Inc. **P.O. Drawer 290247** **Port Orange, FL 32129**	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	NA
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA
Kimley-Horn & Assoc., Inc. **3660 Maguire Blvd. Suite 200** **Orlando, FL 32803**	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	NA
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y Notes
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA
Carollo **200 East Robinson St. #1400** **Orlando, FL** **32801**	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	Y
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y Notes
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA

VENDOR	one (1) Original, nine (9) copies	Title Page SIGNED	Cover Letter	Table of Contents	Company /Firms Qualifications and Capabilities	Project Team Qualifications & Experience (A,B,&C)	Past & Present Experience & Performance	Project Approach	Location Affidavit	Resumes	Section 9 Mandatory Forms	
McKim & Creed 139 Executive Cir., Suite 201 Daytona Beach, FL 32114	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	1. RFQ Cover Form and Signature Page w/ addenda	NA
											2. Business Reference List	Y
											3. Standard Terms & Conditions/Special Condition Modification Requests	Y
											4. Copy of Business Licenses	Y
											5. Certificate of Insurance	Y
											6. Affidavit of Existing or Prior Contracts with the City	Y
											7. Affidavit of Other Applicable Mandatory Criteria	Y
											8. Scrutinized Company Certification	Y
											9. Certification Regard Debarment & Suspension	Y
											10. Other materials requested by the City (if applicable)	NA

Legislation Details (With Text)

File #:	18-170	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Multi-Year Contract
File created:	4/25/2018			**In control:**	City Council
On agenda:	5/8/2018			**Final action:**	
Title:	Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to issue a purchase order in the amount of $212,614.00 (Project SWO8PL)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Alamanda & Montclair Pipe lining London Blvd. 4-24-18 Pipe Lining Layne Layne COI 4.25.18 Layne Contract 17-326 PO-Pricing CIPP Award Information Budget Resolution FY 2018.pdf BAF-PW-Pipe Lining (5-5-18)~ Agenda 18-170 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2018
Agenda Date: May 8, 2018
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to Approve a Resolution Amending the FY2018 Budget and issue a purchase order in the amount of $212,614.00 (Project SWO8PL)

BACKGROUND:

The City's drainage system is comprised of inlets, curbs, concrete and metal pipes as well as open swales. Due to material and soil conditions, metal pipe over time corrodes to the point that the pipe will begin to allow soils to enter, impeding storm water flows causing potential flooding issues and creating subsidence issues (sinkholes)

The Cured in Place Pipe Lining is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. Utilizing the

Cured in Place Pipe Lining technique will allow the pipe to be repaired without digging it up to replace it, thus minimizing disruptions to residents.

STRATEGIC PLAN CONNECTION:

Repairing and Lining these Stormwater pipes will help eliminate potential flooding problems

BUDGETARY IMPACT:

Budgeted Yes, Insufficient

From:

Amount Requested	$ 12,614.00
Account Number	423-3570-538.63-00
Account Name	Infrastructure (SW16FS)

To:

Amount Requested	$ 12,614.00
Account Number	423-3570-538.63-00
Account Name	Infrastructure (SW08PL)

Budgeted:

Amount Requested	$ 200,000
Account Number	423-3570-538.63-00
Account Name	Infrastructure (SW08PL)

Total Amount Requested for the Project $212,614

PREVIOUS ACTION:

Council has approved Cured in Place Pipe Lining in previous years

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement with Layne In-Liner LLC utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes on Alamanda Lane, Montclair Road and London Blvd and to Approve a Resolution Amending the FY2018 Budget and issue a purchase order in the amount of $212,614.00 (Project SWO8PL).

PROPOSAL

DATE: April 9, 2018

SUBMITTED TO: City of Cocoa
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Streets Supervisor

JOB LOCATION: Alamanda Lane and Montclair/Dixon Blvd

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Sixty-Eight Thousand Four Hundred Sixty-Two dollars and no cents ($168,462.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Layne Inliner, LLC shall supply all equipment, materials and labor to install Inliner™ as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #1 – Furnish/Install 15" CIPP (7.5mm)	580	LF	$50.00	$29,000.00
Item #2 – 15" CIPP Thickness Variance 1.5mm	580	LF	$.50	$290.00
Item #3 – Furnish/Install 18" CIPP (9mm)	782	LF	$60.00	$46,920.00
Item #5 – Furnish/Install 24" CIPP (10.5mm)	420	LF	$80.00	$33,600.00
Item #6 – 24" CIPP Thickness Variance	420	LF	$1.00	$420.00
Item #21 – Mobilization	1	LS	$2,500.00	$2,500.00
Item #22 – Maintenance of Traffic	1	LS	$2,500.00	$2,500.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$53,232.00	$53,232.00
			TOTAL	$168,462.00

NOTES:
1. Proposal based on unit pricing contained in contract between Layne Inliner, LLC and Polk County, Contract Number 17-326.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. This proposal is subject to pre-TV inspection by Layne Inliner, LLC indicating that line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs if required prior to installing Inliner.
5. Layne Inliner, LLC shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer line.

Signature _____
Tommy Robertson, Branch Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

PROPOSAL

DATE: April 24, 2018

SUBMITTED TO: City of Cocoa
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Streets Supervisor

JOB LOCATION: London Blvd

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Forty-Four Thousand One Hundred Fifty-Four dollars and no cents ($44,154.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Layne Inliner, LLC shall supply all equipment, materials and labor to install Inliner™ as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #5 – Furnish/Install 24" CIPP lining (10.5mm)	446	LF	$80.00	$35,680.00
Item #21 – Mobilization	1	LS	$1,500.00	$1,500.00
Item #22 - Maintenance of Traffic	1	LS	$750.00	$750.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$6,224.00	$6,224.00
			TOTAL	$44,154.00

NOTES:
1. Proposal based on unit pricing contained in contract between Layne Inliner, LLC and the Polk County Contract No. 17-326.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. This proposal is subject to pre-TV inspection by Layne Inliner, LLC indicating that line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs if required prior to installing Inliner.
5. Layne Inliner, LLC shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer line.

Signature _____
Tommy Robertson, Branch Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2018

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Underwriters at Lloyd's London	
INSURER C : American Zurich Insurance Company	40142
INSURER D : Zurich American Insurance Company of Illinois	27855
INSURER E :	
INSURER F :	

INSURED
LAYNE INLINER, LLC
2531 JEWETT LANE
SANFORD, FL 32771

COVERAGES **CERTIFICATE NUMBER:** 92SW9WTG **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO 0194362-01	08/01/2017	08/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,250,000 $ 1,000,000 $ 10,000 $ 1,250,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0194359-01	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0194360-02 (AOS) WC 0194361-02 (WI & MA)	08/01/2017	08/01/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	Contractors Equipment			EG0376516	11/01/2016	07/01/2018	All Leased & Owned Equipment Per Occurrence:	$ $ 5,000,000 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Furnish/Install CIPP Cocoa, Florida
Certificate holder is included as an Additional Insured on the General Liability and Automobile Liability policies as required by written contract subject to policy terms, conditions and exclusions.

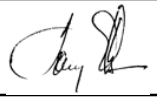
CERTIFICATE HOLDER

CITY OF COCOA
155 N. WILSON AVENUE
COCOA, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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PURCHASE ORDER

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
330 WEST CHURCH STREET, ROOM 150
BARTOW, FL 33830
(863) 534-6757 PHONE (863) 534-6789 FAX

Purchase Order No.	Revision	Page
21705258	1	1 of 1

This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.

VENDOR **NUMBER**: 1032422

LAYNE INLINER LLC
PO BOX 677801
DALLAS TX 75267-7801

ORDER DATE: 21-AUG-2017 15:35:25
REVISED DATE: 15-NOV-2017 16:15:50
REF: Bid 17-326

BILL TO

Transportation Engineering
3000 Sheffield Road
Bldg # 30800
Winter Haven, FL 33880

SHIP TO

Transportation Engineering
3000 Sheffield Road
Bldg # 30800
Winter Haven, FL 33880

PAYMENT TERMS	SHIP VIA	F.O.B.
Per FS 218.73	Best Way	Destination
FREIGHT TERMS	**BUYER**	
TBD	Mattingly, Jeremy	

LINE NO	PART NO. / DESCRIPTION	DELIVERY DATE	QTY	UOM	UNIT PRICE	LINE AMOUNT
1	Bid#17-326 CIPP Work for multiple locations throughout the County	21-AUG-2017	114948.5	DOL	1.00	114,948.50
NOTE						

Special Instructions and Information to Vendor
1. Mail a separate invoice for each shipment.
2. No State Sales Tax shall be included in the price.
3. Send the original invoice to the "Bill To" address noted at the top of this PO.
4. The invoice shall separately list the items invoiced, quantities and unit prices.
5. Terms and Conditions

PO TOTAL	114,948.50

Consumer's Certificate of Exemption: 85-8012622308C-3
Federal Employer ID Number: 59-6000809
Federal Tax #: A-188238

Fran McAskill
Budget & Procurement Director

CIPP Installations

Preliminary Estimate

Bid # 17-326

Pok County Bid 17-326, 02/28/17 thru 02/27/18 (two (2), 1 year automatic renewals)				Layne	
Bid #	Units	Quantity	Description	Unit Price	Total Amount
1	LF		Furnish & Install 15" CIPP Lining (7.5 mm)	$ 50.00	$ -
2	LF		15" CIPP Thickness Variance 1.5 mm	$ 0.50	$ -
3	LF		Furnish & Install 18" CIPP Lining (9 mm)	$ 60.00	$ -
4	LF		18" CIPP Thickness Variance 1.5 mm	$ 0.75	$ -
5	LF		Furnish & Install 24" CIPP Lining (10.5 mm)	$ 80.00	$ -
6	LF		24" CIPP Thickness Variance 1.5 mm	$ 1.00	$ -
7	LF		Furnish & Install 30" CIPP Lining (12 mm)	$ 100.00	$ -
8	LF		30" CIPP Thickness Variance 1.5 mm	$ 1.25	$ -
9	LF		Furnish & Install 36" CIPP Lining (15 mm)	$ 135.00	$ -
10	LF		36" CIPP Thickness Variance 1.5 mm	$ 3.00	$ -
11	LF		Furnish & Install 42" CIPP Lining (16.5 mm)	$ 165.00	$ -
12	LF		42" CIPP Thickness Variance 1.5 mm	$ 4.00	$ -
13	LF		Furnish & Install 48" CIPP Lining (19.5 mm)	$ 200.00	$ -
14	LF		48" CIPP Thickness Variance 1.5 mm	$ 6.00	$ -
15	LF		Furnish & Install 54" CIPP Lining (27 mm)	$ 255.00	$ -
16	LF		54" CIPP Thickness Variance 1.5 mm	$ 8.00	$ -
17	LF		Furnish & Install 60" CIPP Lining (28.5 mm)	$ 300.00	$ -
18	LF		60" CIPP Thickness Variance 1.5 mm	$ 11.00	$ -
19	LF		Furnish & Install 72" CIPP Lining (33 mm)	$ 520.00	$ -
20	LF		72" CIPP Thickness Variance 1.5 mm	$ 12.00	$ -
21	LS	1	MOBILIZATION		$ -
22	LS	1	MAINTENANCE OF TRAFFIC		$ -
23	LS	1	DEWATERING AND PIPE CLEANING		$ -
					$ -

AWARD INFORMATION
Cured in Place Pipe (CIPP) Installations
BID # 17-326

AWARD DATE:	April 21, 2017	April 21, 2017	April 21, 2017
AWARDED TO:	Hinterland Group, Inc.,	Insituform Technologies, LLC	Layne Inliner, LLC
ADDRESS:	992 W 15th Street Riviera Beach, FL 33404	17988 Edison Avenue Chesterfield, MO 63005	2531 Jewett Lane Sanford, FL 32771
PHONE NUMBER:	561-640-3503	636-530-8000	407-472-0014
TOLL FREE NUMBER:	1-888-402-3331	1-800-325-1159	
CONTACT:	Daniel Duke III	Diane Partridge	Mark Harris
EMAIL ADDRESS:	Dduke1@hinterlandgroup.com	dpartridge@aegion.com	Tommy.robertson@layne.com
CONTRACT PERIOD:	April 21, 2017 through February 28, 2020	April 21, 2017 through February 28, 2020	April 21, 2017 through February 28, 2020
AWARD:	3RD LRB	1ST LRB	2ND LRB
MASTER PO#	21703512	21703513	21703514

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

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

Date: MARCH 29, 2017

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.

LAYNE INLINER, LLC	
VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
2531 JEWETT LANE	MARK HARRIS
MAILING ADDRESS	NAME (TYPED OR PRINTED)
SANFORD, FL 32771	VICE PRESIDENT
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
407-472-0014	
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER

TOMMY.ROBERTSON@LAYNE.COM
E-MAIL ADDRESS

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

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:

(SUBMITTAL PAGE)

Company Name: LAYNE INLINER, LLC

DBA/Fictitious Name (if applicable): N/A

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: 01-0684682

2531 JEWETT LANE SANFORD

(Street No or PO Box Number) (Street Name) (City)

SEMINOLE FL 32771

(County) (State) (Zip Code)

Contact Person: Tommy ROBERTSON

Phone Number: 407-472-0014

Cell Phone Number: 407-509-6633

Email Address: Tommy.ROBERTSON@LAYNE.com

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter

_____ Joint Venture _____ Corporation C LLC _____ LLP

_____ Publicly Traded _____ Employee Owned

State of Incorporation INDIANA

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

Bid Item #	FDOT Item #	Units	Quantity	Description	Unit Price in Figures	Total Amount
1		LF	200	Furnish & Install 15" CIPP Lining (7.5 mm)	$ 50.00	$ 10,000.00
2		LF	200	15" CIPP Thickness Variance 1.5 mm	$ 0.50	$ 100.00
3		LF	300	Furnish & Install 18" CIPP Lining (9 mm)	$ 60.00	$ 18,000.00
4		LF	300	18" CIPP Thickness Variance 1.5 mm	$ 0.75	$ 225.00
5		LF	200	Furnish & Install 24" CIPP Lining (10.5 mm)	$ 80.00	$ 16,000.00
6		LF	200	24" CIPP Thickness Variance 1.5 mm	$ 1.00	$ 200.00
7		LF	150	Furnish & Install 30" CIPP Lining (12 mm)	$ 100.00	$ 15,000.00
8		LF	150	30" CIPP Thickness Variance 1.5 mm	$ 1.25	$ 187.50
9		LF	150	Furnish & Install 36" CIPP Lining (15 mm)	$ 135.00	$ 20,250.00
10		LF	150	36" CIPP Thickness Variance 1.5 mm	$ 3.00	$ 450.00
11		LF	100	Furnish & Install 42" CIPP Lining (16.5 mm)	$ 165.00	$ 16,500.00
12		LF	100	42" CIPP Thickness Variance 1.5 mm	$ 4.00	$ 400.00
13		LF	100	Furnish & Install 48" CIPP Lining (19.5 mm)	$ 200.00	$ 20,000.00
14		LF	100	48" CIPP Thickness Variance 1.5 mm	$ 6.00	$ 600.00
15		LF	75	Furnish & Install 54" CIPP Lining (27 mm)	$ 255.00	$ 19,125.00
16		LF	75	54" CIPP Thickness Variance 1.5 mm	$ 8.00	$ 600.00
17		LF	50	Furnish & Install 60" CIPP Lining (28.5 mm)	$ 300.00	$ 15,000.00
18		LF	50	60" CIPP Thickness Variance 1.5 mm	$ 11.00	$ 550.00
19		LF	50	Furnish & Install 72" CIPP Lining (33 mm)	$ 520.00	$ 26,000.00
20		LF	50	72" CIPP Thickness Variance 1.5 mm	$ 12.00	$ 600.00
21	101-1	LS	1	MOBILIZATION	site specific*	site specific*
22	102-1	LS	1	MAINTENANCE OF TRAFFIC	site specific*	site specific*
23		LS	1	DEWATERING AND PIPE CLEANING	site specific*	site specific*
	TOTAL					**$ 179,787.50**

*Pricing for Bid Items #21, #22, and #23 shall be estimated by the three Contractors per each individual project as described in Supplemental Condition No. 4.

RESOLUTION NO. 2018-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 8th day of May, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW/SW | DATE PREPARED: 04/24/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 12,615)	423-3570-538.63-00	SW16FS	INFRASTRUCTURE	$ 760,414	$ 1,055,180	$ 1,042,565	$ 698,129
$ 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
($ 12,615)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,615	423-3570-538.63-00	SW08PL	INFRASTRUCTURE	$ 760,414	$ 1,042,565	$ 1,055,180	$ 710,744
$ 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
$ 12,615	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Due to material and soil conditions, metal pipe over time corrodes to the point that the pipe will begin to allow soils to enter, impeding storm water flows causing potential flooding issues and creating subsidence issues (sinkholes). The Cured in Place Pipe Lining is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. Utilizing the Cured in Place Pipe Lining technique will allow the pipe to be repaired without digging it up to replace it, thus minimizing disruptions to residents. This transfer is to cover the the shortage in the Pipe Lining Project (SW08PL). Agenda 18-170

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/05/18 *RESOLUTION #:* 2018-029

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.

4/24/18	Michael Giorgio Digitally signed by Michael Giorgio Date: 2018.04.24 11:48:00 -04'00'	5/1/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.05.01 12:20:11 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/27/18	Everett J. Wegerif	5/1/18	Lora Howell Digitally signed by Lora Howell Date: 2018.05.01 12:32:36 -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 #:	18-172	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	4/27/2018		**In control:**	City Council	
On agenda:	5/8/2018		**Final action:**		
Title:	Approve the Terms and Budgetary Impact of a Multi-Year Contract with the City's Investment Advisor, Public Trust Advisors. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Trust Advisors Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2018
Agenda Date: May 8, 2018
Prepared By: Lora Howell, Interim Finance Director
Through: Lora Howell, Interim Finance Director
Requested Action:
To Approve the Terms and the Budgetary Impacted of a Multi-Year Contract with our Investment Advisor, Public Trust Advisors.

BACKGROUND:

On March 13, 2018 Cocoa City Council approved the final ranking sheet for RFQ-18-07-COC, Consulting Services for Investment Management and authorized the City Manager and City Attorney to negotiate and execute the contract with the top ranked firm, Public Trust Advisors. At the meeting it was mentioned under the Budgetary Impact that Finance would return to City Council with the final costs.

Although City Council has already approved the City Manager and City Attorney to negotiate and execute the contract, it is a Multi-Year contract, and Finance felt the Terms of the Contact and the Budgetary Impact should be presented to City Council.

The Terms of the Contract begins May 1, 2018, and is effective for three (3) years, with two (2) twelve month options to renew by mutual written agreement. Below is the Budgetary Impact for the next three years as well as the two options to renew with Public Trust.

Although Public Trust is our Investment Advisor, the City is required to hold the funds in a Custodial Bank which is currently Regions Bank; however Staff is in the process of receiving quotes for services from other Custodial Banking Agencies and will follow proper procurement policies for these

separate services..

STRATEGIC PLAN CONNECTION:

Qualified Professional Investment Management Services allows the City to actively manage the Cities investment assets to obtain the best rate of return, using the Cities Investment Policy.

BUDGETARY IMPACT:

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

FY2018 (May 2018-September 30, 2018)

Amount Requested	$14,340
Account Number	001-1600-513.31-00
Account Name	Professional Services

Future Years

Account Number	001-1600-513.31-00
Account Name	Professional Services

FY2019 $30,000
FY2020 $31,000
FY2021 $32,000
FY2022 $33,000
FY2023 $33,000

Separate Custodial Banking Services are approximately $1,100 a Quarter and are within the City Managers Signing Authority and Proper Procurement Policies will be followed.

PREVIOUS ACTION:

On March 13, 2018, Cocoa City Council Approved the City Manager and City Attorney to negotiate and execute the Investment Advisors Agreement with Public Trust Advisors.

RECOMMENDED MOTION:

To Approve the Budgetary Impacted of a Multi-Year Contract with our Investment Advisor, Public Trust Advisors.

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "**Agreement**") is entered into as of the 1st day of May 2018 (the "**Effective Date**"), by and between Public Trust Advisors, LLC, (Public Trust) a Colorado limited liability company (the "**Investment Manager**") and the City of Cocoa, FL (the "**Client**").

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, Investment Manager and Client agree as follows:

1. Appointment as Investment Manager.

Client appoints Investment Manager, and Investment Manager accepts such appointment, to act as exclusive investment adviser with respect to the assets placed by Client under Investment Manager's supervision (collectively, the "**Account**" or "**Accounts**").

2. Investment Manager Services.

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall have full discretionary authority to invest, reinvest or otherwise manage the assets in the Account(s), including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians (as defined in Section 4(a)) to deliver funds or securities for the purpose of effecting transactions. Except as set forth in (c) below, Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax or other general administrative services with respect to the Account.

(b) In furtherance of this Agreement, including but not limited to Section 2(a) above, and except for the express limitations contained herein and in the Investment Policy Statement, Client hereby designates and appoints Public Trust as Client's Investment Manager.

(c) Investment Manager shall provide Client with a monthly report detailing transactions for the period and an inventory of the investments in the Account(s). Investment Manager may, in lieu of providing Client with a physical monthly report, provide such Client with secure online access to Client's Account(s) containing applicable transactions, investments, and associated reporting for the period(s).

(d) Investment Manager does not assume responsibility for the accuracy of the information provided by Client.

(e) Unless Investment Manager otherwise agrees in writing, Investment Manager will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, Client's account or the issuers of those securities.

(f) To the extent that any securities in the Account have voting rights, Client shall vote proxies with respect to the Account's assets, and Investment Manager shall not have authority to vote such proxies.

(g) Investment Manager may from time to time utilize the services of a third party in a sub-advisory capacity to provide certain services to Client, including, but not limited to, arbitrage rebate

compliance services. In these cases, Investment Manager will obtain written permission from Client and ensure Client receives all required disclosure information regarding the sub-adviser. Investment Manager will continually monitor the services provided by the sub-adviser.

(h) Occasionally, upon request, Investment Manager may maintain unmanaged accounts for a Client in its portfolio accounting system for reporting purposes. Investment Manager defines an unmanaged account as one where the investment direction remains the sole responsibility of the Client rather than the Investment Manager. These accounts do not receive ongoing supervision and monitoring services like those provided to accounts through Investment Manager described above. Investment Manager does not make any investment recommendations and will not charge a fee for reporting on these accounts. The primary purpose for this service is to include unmanaged accounts owned by Client in the performance reports provided by Investment Manager to certain clients. Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets and it is the Client's sole responsibility for the accuracy or correctness of any such performance. Any unmanaged accounts or assets may or may not be discernable on the Client statement or report.

3. Investment Guidelines, Investment Policy Statement.

Investment Manager agrees to manage Client's assets within the Account or Accounts in accordance with Client's written investment guidelines and restrictions for the management of the Account (the "Investment Policy Statement"). Investment Manager shall make investment decisions in accordance, and consistent with, the Investment Policy Statement. Investments described above may be in cash or securities. The Investment Policy Statement applies only to the assets in the Account or Accounts being managed by Investment Manager. To the extent that Investment Manager is managing a portion of the account strategy (partial portfolio), Client shall provide Investment Manager with prompt written notice and documentation of such determination to allow for Investment Manager's initial and ongoing securities review compliance with Client's Investment Policy Statement. Investment Manager will use its best efforts to obtain the most favorable execution and price in connection with the purchase and sale of any inherited securities. Prior to the first trade of the Account or Accounts, Investment Manager, after due diligence review of any inherited securities, reserves the right to liquidate or decline to accept any inherited security(s) that are not consistent with Client's Investment Policy Statement or Investment Manager's review of best execution. Client may provide Investment Manager an amended Investment Policy Statement at any time, from time to time, and Investment Manager shall implement such amended Investment Policy Statement as soon as practicable. Notwithstanding the preceding, in no event will Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which it is subject; provided that Investment Manager shall give Client prompt written notice of such determination.

4. Custody of Assets.

(a) Investment Manager shall not have authority to hold or have custody or have possession of any cash, securities or other properties of Client or assets of the Account or cause a Designated Custodian (as defined below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account for the fee payable to Investment Manager under this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the "Advisers Act") and Rule 206(4)-2 thereunder or other applicable law. Client shall, through written notice provided in

accordance with this Agreement, designate a custodian(s) (the "**Designated Custodians**") which will be a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). The parties agree that the Designated Custodians shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the assets, securities, funds, and other properties comprising the Account. Client agrees not to grant the Investment Manager any additional rights or access to the Account except as specifically set forth in this Agreement.

(b) Client agrees to promptly furnish, or to cause the Designated Custodians to promptly furnish, to Investment Manager, all data and information Investment Manager may reasonably request to complete the set up and render the services described in this Agreement. Client acknowledges that it receives custodial statements at least quarterly from the Designated Custodians indicating the amount of funds and each asset in the Account at the end of reporting period (which shall be no less frequently than quarterly) and sets forth all transactions of the Account during such period. Client acknowledges it has been advised to reconcile the report from Investment Manager with the statement from Designated Custodians and notify Investment Manager immediately if there are any discrepancies.

(c) Client shall instruct the Designated Custodians to (i) carry out all transactions directed, in writing or electronically, by Investment Manager, (ii) confirm, in writing or electronically, all completed transactions to Investment Manager and (iii) cooperate with Investment Manager in its performance under this Agreement.

(d) Investment Manager shall instruct all brokers and dealers executing orders on behalf of the Account (i) to forward to the Designated Custodians and Client copies of all confirmations promptly after execution of transactions, and (ii) that all transactions must be completed using delivery vs. payment (DVP).

(e) Client will provide Investment Manager with a certificate certifying the names and specimen signatures of the individuals who are authorized to act on behalf of Client and Designated Custodians and agrees to inform Investment Manager promptly in writing of any change to that list. Investment Manager will be fully protected in relying upon any notice, instruction, direction, or communication that has been executed by an individual who is so authorized to act on behalf of Client or Designated Custodians.

(f) As mutually agreed between Investment Manager and Client, fees charged for safekeeping the assets in the Account charged by the Designated Custodians (the "Safekeeping Fees") shall be paid by Investment Manager. Cost of Safekeeping Fees will not be deducted from the Account (unless otherwise agreed in writing between Investment Manager and Client) or charged to Client as an additional fee.

(g) Client will provide Investment Manager prompt written notice in advance of engaging a new Designated Custodian or Sub-custodian in connection with the Account.

5. Management Fee and Expenses.

For Investment Manager's services to Client under this Agreement, Client agrees to pay Investment Manager an annual fee in accordance with the schedule of fees below **(**the **"Management Fee")**, payable in monthly installments in arrears. The Management Fee is based on the average daily market value plus accrued interest of the assets under management in the Account (including cash and cash equivalents) and based on the number of days in the month and year for the specified billing cycle.

Fee Schedule

First $50,000,000 – 6 basis points or 0.06%*

Over $50,000,000 - – 5 basis points or 0.05%*

*Total annual fee billed for Year 1 from the Effective Date shall not exceed $25,000.00

Investment Manager shall send Client a copy of the Management Fee invoice for the specified billing period, who shall remit payment within 30 days of receipt of such invoice.

6. Performance Records.

Investment Manager shall have the right to acknowledge Client as its client and use the performance history and supporting documentation of (i) the Account from the Effective Date until the Termination Date and (ii) Client's investment assets. During the term of this Agreement and for such period thereafter that Investment Manager continues to show any such performance, Client shall make available, and/or make reasonable efforts to cause the Designated Custodians to make available, to Investment Manager, at Investment Manager's sole expense, all information reasonably necessary to allow for the recalculation of portfolio and composite-level returns, for the purposes of establishing and maintaining an audited performance record and conforming to the Global Investment Performance Standards (GIPS®); provided such information shall not be unreasonably burdensome to Client (other than pursuant to the satisfaction of applicable law or regulation). Investment Manager shall defend and indemnify and hold Client harmless for any claims that arise or relate in any way, from Investment Manager's use of such information.

7. Term and Termination.

The term of this Agreement shall be three (3) years from the Effective Date with two (2) twelve (12) month options to renew by mutual written agreement. However, this Agreement may be terminated at Client's sole discretion at any time provided Client has provided Investment Manager at least 30 days' prior written notice or at Investment Manager's discretion at any time provided Investment Manager has provided Client at least 30 days' prior written notice; provided that Sections 5, 14, and 18 shall survive termination of this Agreement.

8. Contributions and Withdrawals.

Client shall determine what assets will be transferred to or from the Account from time to time and shall promptly notify Investment Manager, in writing, of its determinations in this regard, prior to doing so. Client shall provide Investment Manager with reasonable written notice of all withdrawals and contributions.

9. Consent to Electronic Delivery of Documents; Other Disclosures.

a) Client consents to the delivery of documents related to the investment management services described within this Agreement in an electronic manner, as described below.

b) Client agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Investment Manager may use electronic delivery to effectively deliver to Client any or all documents related to the relationship between Client and Investment Manager. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

c) Client will provide appropriate e-mail addresses for sending electronic information consistent with these terms of electronic delivery by submitting a Client Information Profile. Client will notify Investment Manager in writing if delivery should be made to any additional e-mail addresses or if delivery to any of the initially provided e-mail addresses should be discontinued. It is Client's responsibility to provide Investment Manager with updates regarding changes to any authorized email addresses. Should it come to the attention of Investment Manager that the e-mail addresses provided are not functioning, all documents will be sent in paper form. The consent to electronic delivery is valid until such consent is revoked, in writing, to Investment Manager by Client. Occasional requests for paper documents does not trigger revocation of this consent.

d) Documents subject to this Consent to Electronic Delivery include the Form ADV, Part 1, Part 2A firm brochure and Part 2B brochure supplement, account reports and reviews and other information about account activity, invoices, and any disclosure or notification that is required under applicable regulations, other regulatory communications, and Privacy Policy information.

10. Brokerage and Account Transactions.

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. Investment Manager will seek "best execution," as described more fully in Form ADV Part 2A, for any such transactions. In addition, Client acknowledges that Investment Manager may aggregate trades for Client in accordance with its policies described in Form ADV Part 2A.

11. Client's Representations and Warranties.

Client represents, warrants, and agrees that:

(a) Client's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Client is a party or by which Client or its property is bound, whether arising by contract, operation of law, or otherwise;

(b) this Agreement has been duly authorized by all appropriate action of Client and when executed and delivered will be a legal, valid, and binding agreement of Client;

(c) this Agreement constitutes an arms-length agreement between Client and Investment Manager, and Client understands the method of compensation provided for herein and its risks;

(d) it has received prior to, or contemporaneously with, entering into this Agreement: (i) Investment Managers' current SEC Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager's Privacy Policy (collectively, with the items listed in (i), the "**Disclosure Documents**"). Client further acknowledges that it has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement and it understands the matters set forth in these documents. In the event of a material change, the Investment Manager shall provide Client with revised forms no later than 60 days following the change; and

(e) it will provide Investment Manager with all information and documentation necessary which Investment Manager reasonably may deem necessary or appropriate to establish and maintain the Account.

12. Investment Manager's Representations and Warranties.

Investment Manager represents, warrants, and agrees that:

(a) it is duly incorporated, validly existing, and in good standing (to the extent any representation as to good standing can be made under applicable law) under the laws of its jurisdiction of organization;

(b) Investment Manager's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Investment Manager is a party or by which Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise;

(c) this Agreement has been duly authorized by all appropriate action of Investment Manager and when executed and delivered will be a legal, valid, and binding agreement of Investment Manager, enforceable against Investment Manager in accordance with its terms, and Investment Manager will deliver to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise;

(d) as of the date of this Agreement Investment Manager is a registered investment adviser under the Investment Advisers Act of 1940, as it may be amended from time to time, ("**Advisers Act**"), and at all times that this Agreement is in effect, Investment Manager shall be either registered or exempt from such registration;

(e) neither Investment Manager nor its affiliates are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that could give rise to such an order, judgment or decree; and

(f) the foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Investment Manager promptly will notify Client of such event and of any resulting untruths or inaccuracies.

13. Exclusivity.

(a) Investment Manager and its affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to, or differ from those that Investment Manager hereby undertakes to perform with respect to the Account.

(b) Investment Manager and its affiliates may give advice and take action in the performance of their duties to clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client, so long as it is Investment Manager's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

14. Standard of Care.

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of assets of Client.

15. Anti-Money Laundering.

(a) Client understands and agrees that Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), available at http://www.treas.gov/ofac, as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless Investment Manager, after being specifically notified by Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in USA PATRIOT Act) (such persons or entities in (i) – (iv) are collectively referred to as "**Prohibited Persons**").

(b) Client represents, warrants, and covenants that it is not, nor is any person or entity controlling, controlled by or under common control with it, a Prohibited Person.

16. Agency Transactions.

Client acknowledges that it is aware and understands that Investment Manager or its affiliates may affect agency transactions between their respective advisory clients, which may include the Account, provided, with respect to any such agency transaction, neither Investment Manager nor any of its affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act and further_provided that Investment Manager provides advance written disclosure of such transaction to Client.

17. Confidential Relationship

The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Investment Manager to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

18. General Provisions.

(a) *Notice*. Unless otherwise specified herein, all notices, instructions, and any advice in connection with transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received by hand, by email (if confirmed by reply email or by telephone), or by facsimile as follows:

If to Investment Manager:

Public Trust Advisors, LLC
Attention: Steve Dixon
717 17th St. Suite 1850
Denver, CO 80202
steve.dixon@publictrustadvisors.com

If to Client:

City of Cocoa
Attention: Finance Director
65 Stone St.
Cocoa, FL 32922

Either party hereto may, from time to time by notice in writing served upon the other as set forth above, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction*. This Agreement will be governed by and interpreted in accordance with the laws of the state of Florida, without regard to the conflicts of laws principles thereof. Investment Manager and Client agree that any dispute, controversy or action, whether equitable or legal, shall be brought in either a state or federal court located in the Middle District of Florida, Orlando, Florida, and the parties to this Agreement unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in either jurisdiction. To

the extent permitted by law, Investment Manager, Client or any of their affiliates (for itself and on behalf of the Account) hereby irrevocably waive any and all right to a trial by jury in any legal proceeding, action or counterclaim arising out of or related to this Agreement or the transactions contemplated hereby.

(c) *Severability*. Each section of this Agreement and any and every provision therein shall be severable from every other section of the Agreement and any and every provision thereof, and the invalidity or unenforceability of any section or provision by any court shall not affect the validity of any other section or provision of this Agreement and such remaining provisions shall remain and continue to be in full force and effect.

(d) *Entire Agreement*. This Agreement and all attached exhibits and documents which are incorporated herein embody the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any exhibit or attachment hereto or any document incorporated herein, the provisions of this Agreement shall control.

(e) *Amendment*. This Agreement, including any exhibits hereto, may not be amended unless such Amendment is in writing and signed by the parties sought to be bound. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

(f) *Force Majeure*. Notwithstanding anything in this Agreement to the contrary, neither party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such party or its agents, including but not limited to nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Account's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems, or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or acts of God.

(g) *Waivers*. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(h) *Titles or Headings*. Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor*. Investment Manager represents and warrants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations,

including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager and all its employees.

(j) *Insurance.* Investment Manager represents that there currently exists in full force and effect an insurance policy required for errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverages. Investment Manager warrants and agrees that such insurance policy shall be maintained at all times while this Agreement is in effect. Investment Manager warrants and agrees that it shall provide Client with notice of any adverse change to, or termination of, any of the foregoing policy.

(k) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. To facilitate execution of this Agreement, the parties may execute and exchange the signature page by facsimile, PDF counterparts or electronically completed and executed by the parties via the use of services such as DocuSign. The Client represents, warrants, and agrees that any electronic signatures and information appearing herein were made and provided by the Client and that such electronic signatures and information will have the same legal validity, enforceability, and admissibility as though they were manually made by the Client.

(l) *Additional Documents.* Investment Manager and Client agree to execute such additional documents, and to perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

(m) *Cumulative Remedies.* The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

(n) *Assignment.* No assignment (as that term is defined in the Advisers Act) of this Agreement may be made by either party without consent of the non-assigning party. For purposes of determining Client consent in the event of an assignment, Investment Manager will send Client written notice of the Assignment. If Client does not object in writing within sixty (60) days of sending of such notice, Client will be deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and assigns of the parties hereto. Investment Manager may delegate all or part of its duties under this Agreement to any affiliate.

(o) *No Waiver.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

City of Cocoa, a Florida municipal corporation

By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Public Trust Advisors, LLC, a Colorado limited liability company

By:	Thomas N. Tight	By:	
Name:	Thomas Tight	Name:	John F. Grady
Title:	Managing Director	Title:	Managing Director
Date:	4/26/18	Date:	4/26/18